

**EXHIBIT B**



请装货司机使用微信绑定的  
手机号，扫描二维码填写货  
名及件重尺

提单号: OOLU2304925440

箱号: TEMU6472294

铅封号: OOLJVZ0257

车号: 鲁JG2820

电话:

打印时间: 2024-11-25 14:15:36  
山东泰顺智能装备有限公司  
港联捷鑫港联站出场自动闸口

装货工厂签章

CTHS	净重/箱	TTL H.W (Kgs)
USHFORD 10x12FT METAL LOUVERED		
88	85.2	7497.60
88	79.2	6969.60
88		14467.20
SEAL NO: 006 JV 20257		

帐蓬  
88.  
15780.8  
65.38

810775523	88	85.2	7497.50	92.30	8198.40	0.396	39.87
	88	79.2	6969.60	85.30	7582.40	0.233	25.51
	88		14467.20		15780.80		65.38
CONTAINER NO: TRHU5986543 SEAL NO: 00LJ VX9701							

## 设备交接单

提单号: 00LU2304925440

箱号: TRHU5986543

铅封号: 00LJ VX9701

电话:

装货工厂签章

请装货司机使用微信绑定的  
手机号, 扫描二维码填写货  
名及件重



12341

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5. 有更改费  
6. 请截  
备注:

57.230

实木 A1

69.840

实木 A1

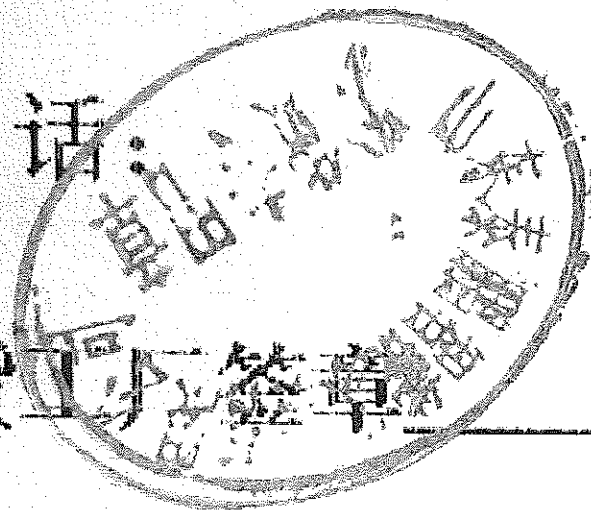


提单号: 00LU2304925440

箱号: TXGU8053279

铅封号: 00LJVX9283

电话:



装货工打签章

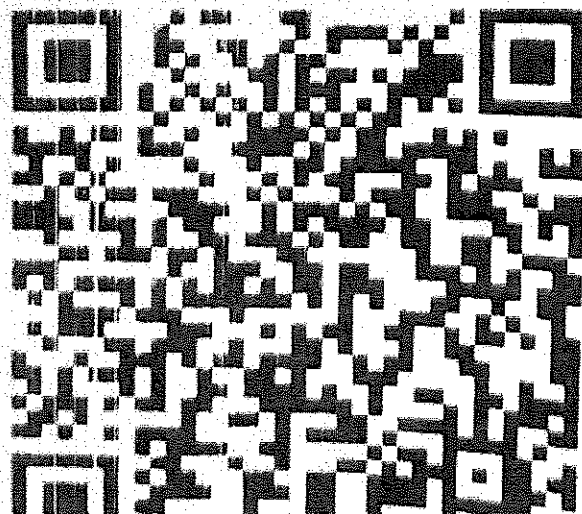
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24/11/27





Page 1 of 6

**PO #** 95575100

Date Created 08/16/2024  
 Version: 2  
 Buyer: INMAN, ANNE  
 Do Not Ship Before: 11/25/2024  
 Cancel If not Shipped by: 12/02/2024  
 Must be Routed by: 11/04/2024  
 Payment Terms: 1% Net 30 Days  
 Freight Terms: Collect  
 FOB: QINGDAO , CN

See attached Terms and Conditions for additional Big Lots requirements. A complete list of requirements can be found on the Big Lots website [www.biglots.com/corporate/vendors](http://www.biglots.com/corporate/vendors)

Should any item on this PO require a Safety Data Sheet (SDS), please submit it to [BigLotsmsds@chemtelinc.com](mailto:BigLotsmsds@chemtelinc.com) prior to the time of shipment in compliance with OSHA 29 CFR.1910.1200. If the product does not require a Safety Data Sheet (SDS), please disregard this request. Thank you for assisting Big Lots with our Environmental Health and Safety compliance program.

SHIP TO  
 TREMONT DC - #0874  
 CLOSEOUT DISTRIBUTION, LLC  
 50 RAUSCH CREEK RD  
 TREMONT PA 17981-1734  
 Telephone: 570-695-2848 Fax: 570-695-2862

BILL TO  
 CLOSEOUT DISTRIBUTION, LLC  
 4900 E. Dublin Granville Rd  
 Columbus, OH 43081-7651 US  
 Telephone: 614-278-6800 Fax: 614-278-6871

Purchase From Vendor: 5006181  
 SHANDONG TAIPENG INTELLIGENT HOUSEH  
 NINA GENG  
 GONGYE YI ROAD 136  
 271600 FEICHENG  
 CHINA  
 Contact:  
 Telephone: Fax  
 E-Mail:

## ADDITIONAL COMMENTS

Vendor Signature \_\_\_\_\_  
 Signee's Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 Date \_\_\_\_\_

Units	Retail	Vendor Cost	IMU
264	395,997.36	161,568.00	43.099

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**IMPORTANT Terms and Conditions**

PO#: 95575100

Page 2 of 6

These Purchase Order Terms and Conditions (these "Terms & Conditions") are an agreement between Buyer and Vendor consisting of these Terms & Conditions; all Purchase Orders; the terms contained on Buyer's Vendor Resource Website, including, without limitation, those in the Vendor Manual, and in Buyer's vendor portal; any Buyer addenda referencing the Purchase Order; and any attachments, instructions or requirements provided by Buyer to Vendor (all of the foregoing are incorporated herein by this reference and collectively referred to as the "PO Terms"). The PO Terms are binding with respect to all purchases of Goods by Buyer from Vendor.

**Definitions**

"Affiliate" means any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a party. "Control," including the terms "controlling," "controlled by" and "under common control with," for purposes of this definition, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, through membership, by contract or otherwise.

"Buyer" means Big Lots Stores, Inc. or its Affiliate, as named in the Ship To box on the applicable PO, or that is otherwise the purchaser of Goods from Vendor.

"Buyer's Vendor Resource Website" means the site located at [www.biglots.com/corporate/vendors](http://www.biglots.com/corporate/vendors).

"Goods" means the items of merchandise referenced in a PO, or that are otherwise the subject of the PO Terms, including all components, packaging, labeling, printed materials, designs, images, logos, copyrights, trademarks, service marks, trade names, trade dress, and visual and digital information or related to such merchandise.

"Purchase Order" or "PO" means any Buyer order or other purchasing agreement or document for the purchase of Goods from Vendor whether issued in hard or electronic copy, through electronic data interchange ("EDI"), or otherwise.

"Ship", "Shipped", "Shipping", or "Shipment" means transporting the Goods by Vendor into the hands of the ocean/freight carrier for delivery to Buyer.

"Vendor" means the entity or person that is named in the Purchased From box on the applicable PO, or that is otherwise the seller of Goods to Buyer.

"Vendor Manual" means the then-current Import Supplier Manual, and its related documents, the most current version of which can be obtained by visiting Buyer's Vendor Resource Website and clicking "Routing and Compliance," or by going directly to [www.biglots.com/corporate/vendors/routing-and-compliance](http://www.biglots.com/corporate/vendors/routing-and-compliance).

1. **Purchase Order.** Buyer's commitment to purchase Goods arises only upon Buyer's issuance of a PO to Vendor. Any forecasts, commitments, projections, representation about quantities to be purchased or other estimates provided to Vendor are for planning purposes only and shall not be binding on Buyer, and Buyer will not be liable for any amounts incurred by Vendor in reliance on such estimates. Unless Buyer agrees in writing in advance, regardless of industry standards, no variances with respect to quality, quantity, size, capacity, volume, content or other standard measure of Goods are allowed. Buyer and Vendor agree that any PO may be transmitted to Vendor by Electronic Data Interchange (EDI) and Vendor will be bound by all such POs and all such POs will be governed by these PO Terms which are automatically incorporated therein.

2. **Shipping Goods to a DC.** Vendor must comply with all processes and instructions contained in the Vendor Manual for routing and Shipping Goods to a Buyer distribution center or other non-store location designated by Buyer or listed in the PO (each a "DC"). A detailed packing slip must accompany each Shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the bill of lading ("BOL"), invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to Buyer upon receipt of the Goods at Buyer's DC or the location otherwise designated by Buyer in the PO.

3. **Shipping Goods to a Buyer Store.** Vendor must comply with all processes and instructions for shipping Goods to a Buyer store contained in the Vendor Manual. A detailed packing slip must accompany each shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the BOL, invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to the Buyer Affiliate operating the store to which the Goods are delivered.

4. **Inspection of Goods.** Goods are subject to Buyer's inspection, but Buyer is under no obligation to unpack or inspect the Goods before resale thereof. Buyer's inspection, testing, payment for or retention of Goods does not: (a) constitute acceptance of Goods not in compliance with the PO Terms; (b) affect Buyer's right to reject or return Goods; or (c) constitute a waiver by Buyer of any of Vendor's representations, warranties or covenants, or any of Buyer's rights or remedies, under the PO Terms, at law, in equity or otherwise.

5. **Cancellation.** Buyer may cancel a PO, in whole or in part, for its convenience, without liability, at any time prior to Shipment of Goods. In the event of Buyer's cancellation for convenience, Buyer's liability to Vendor will be limited to the unit price of Goods Shipped prior to such cancellation (as such Goods are otherwise in compliance with specifications and these Terms & Conditions). If Vendor fails to Ship Goods before the "cancel if not shipped by date" in the subject PO, that PO will be cancelled automatically on such date, unless otherwise directed by Buyer in writing, and Buyer will have no liability to Vendor in connection therewith including acceptance of back ordered Goods (and without waiver of any remedies in Section 6 of these Terms & Conditions that may accrue to Buyer). Buyer has the right to reject late Shipments at Vendor's expense and Buyer shall be subject to the remedies available hereunder.

6. **Buyer Remedies.** If: (a) Vendor fails to route, Ship or deliver as required by a PO; (b) Goods are not the same as the approved samples; (c) Goods are not as ordered and/or do not conform to the specifications in the PO; (d) Vendor does not Ship the Goods in the quantities specified in the PO; (e) Buyer deems that the Goods are damaged or defective; or (f) Vendor is otherwise in breach of the PO Terms, including without limitation any breach of the Vendor Manual, Buyer may, at any time, as to any or all Goods, without authorization from Vendor, and subject to the other terms hereof: (i) accept the Goods; (ii) cancel the subject PO for cause; (iii) reject the Goods; (iv) refuse to receive the Goods; (v) revoke prior to acceptance of the Goods; and/or (vi) in the case of early Shipment of Goods, reject and return the Goods to Vendor, with all Return Costs (defined below) to be borne by Vendor, to be held by Vendor, at Vendor's cost, for Buyer until the original date specified. In the event of any of the foregoing, Buyer will not be liable to Vendor for any amount, except to pay for any goods Buyer accepts based on the unit price of the Goods ordered, subject to the right to offset and withhold payment as provided in Section 9 of these Terms & Conditions. Buyer may also impose chargebacks as set out in the Vendor Manual. Any cancellation, rejection, refusal to receive or revocation of prior acceptance by Buyer with respect to any Goods will not serve as a cancellation or rejection of any future shipments of Goods, unless Buyer exercises its right to cancel future POs or shipments. Acceptance of any Goods is not a waiver of any of Buyer's rights or remedies under the PO Terms, at law, in equity, or otherwise.

7. **Disposition of Rejected Goods.** Unless Buyer and Vendor have signed an agreement to the contrary, with respect to Goods Buyer has rejected, refused or revoked acceptance of, Buyer, at its sole option, may return such Goods to Vendor and Vendor will be liable for all costs and expenses related to the return, including, without limitation, the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging and any other processing or handling costs and charges incurred or charged by Buyer; and lost profits ("Return Costs"). Unless Buyer and Vendor have signed an agreement to the contrary, if Buyer elects not to return the Goods because: (a) the return of Goods is precluded by applicable law or regulation; (b) the Goods contain a defect that could create substantial risk of injury to person or property; (c) Buyer has reasonable cause to believe Vendor intends to dispose of Goods in violation of Section 8 of these Terms & Conditions; or (d) Buyer, in its reasonable discretion, deems return of the Goods inadvisable, then Buyer may dispose of the Goods in a manner Buyer deems appropriate. In the event of such disposal, Vendor will be liable for all costs and expenses related to the disposal, including the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging, disposal and destruction, and any other processing or handling costs and charges incurred or charged by Buyer; and lost profit.

8. **Vendor Disposal of Goods.** Vendor agrees that it will, at its sole expense, remove, or otherwise make permanently illegible, all of Buyer's and its Affiliates' names, trademarks, trade names, logos, service marks, and other identifying information from all Goods returned by Buyer. In addition, Vendor agrees that it will not use, resell or otherwise transfer to any third-party Goods returned by Buyer without the express prior written consent given by an officer of Buyer. If any Goods incorporate Buyer's trademarks or if any Goods are proprietary or incorporate designs exclusive to Buyer, Vendor must provide to Buyer a reasonable opportunity to inspect such products before disposal or resale and follow all such instructions of Buyer regarding modifications to or destruction of such Goods. Vendor agrees to abide by all of Buyer's guidelines relating to the proper disposal of rejected goods and the issuance of appropriate certificates of destruction, as applicable.

9. **Payment & Taxes.** Vendor may not charge Buyer, and Buyer will have no obligation to pay, prices for Goods higher than those specified in the applicable PO. Prices in the applicable PO are complete and include, without limitation, shipping, packaging, labeling, custom duties, storage, insurance, boxing and crating. No additional charges of any type may be added without Buyer's prior express written consent. Buyer may deduct from any payments to Vendor any amounts owed by Vendor to Buyer under the PO Terms, including, without limitation, amounts due in connection with Vendor's indemnification obligations, any damages for breach to which Buyer is entitled, and any charges or penalties for non-compliance with Buyer's requirements. In addition, following Buyer's receipt of any demand, claim or action that may give rise to Buyer's right to receive indemnification from Vendor, Buyer may withhold full or partial payment, in Buyer's sole discretion, to Vendor until such demand, claim or action is fully and finally resolved. Buyer will have no obligation to compensate Vendor for or return to Vendor any goods Shipped to Buyer in excess of or different from those Goods referenced in the applicable PO, and Buyer will take title to any such goods in the same manner in which it takes



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PO#: 95575100

Page 3 of 6

title to those Goods referenced in the applicable PO. The per unit price of the Goods ordered under the applicable PO will be automatically reduced to account for all such excess or different Goods received by Buyer. A BOL in duplicate must accompany all Vendor invoices. A forwarding cargo receipt ("FCR"), packing list and certificate of product liability insurance must accompany Vendor's invoice and the PO number must appear on the FCR. Payments may be made by Buyer or a Buyer Affiliate on Buyer's behalf and will be paid in accordance with the Vendor Manual. Vendor and Buyer will have the right to verify the accuracy of amounts invoiced and paid for Goods within 180 days after Buyer's receipt of such Goods; provided that timeframes for instituting compliance disputes will be as set forth in the Vendor Manual ("Review Period"). After the Review Period, any payments made for the subject Goods will and will be deemed to conclusively reflect the actual amount owed to Vendor for such Goods, and neither Vendor nor Buyer will have the right to seek further payment or adjustment with respect to such Goods. Each party shall remain responsible (and hold the other party harmless) for its taxes, collection and reporting obligations resulting from the transactions covered by the PO Terms. For purposes of clarity, but without limiting the foregoing, Vendor acknowledges that it may have business activity, business privilege, commercial activity, gross receipts, income tax, license and reporting obligations where the receipt of revenue, or the benefit thereof, may be assigned, sourced, apportioned or allocated under applicable tax law. As a prerequisite to payment and as further described in the Vendor Manual, Vendor must provide Buyer and/or Buyer's designated freight forwarder with the following documentation in connection with this PO: commercial invoice showing manufacturer's name, address, telephone number; commercial packing list indicating weights and measurements in kgs and cbm's; FCR; a certificate of product liability insurance naming "Big Lots, Inc. and all subsidiaries and affiliates" as additional insured; Buyer-approved import product data sheet; product testing certificate (s) from a Buyer-approved testing laboratory; factory inspection certificate from a Buyer-approved inspector; commercial bill-of-lading; and pre-pricing sticker approval sheet. Additional documentation may be required prior to shipping and/or invoice payment based on Goods ordered.

10. Records, Audit and Certification. Vendor will keep complete and accurate books, records and documents relating to the subject matter of POs and Vendor's fulfillment of POs, including, without limitation those: (a) evidencing and detailing amounts charged; (b) regarding the Goods' origin, manufacture location, content, testing, and inspection; (c) regarding order receipt, fulfillment and Shipment of Goods; and (d) otherwise required by applicable law to be maintained ("Records"). Vendor will make the Records available to Buyer, either remotely or at Vendor's offices, at all reasonable times upon at least three (3) calendar days' prior written notice, for inspection, audit or reproduction by Buyer or its representative. Vendor will promptly pay Buyer for any overcharges made by Vendor that are disclosed by such audit. In addition, Buyer, itself or through its representative, has the right to inspect Vendor's, and Vendor's contractors' facilities, warehouses and manufacturing plants at all reasonable times upon at least three (3) calendar days' prior written notice. Vendor agrees, at Vendor's cost, to subscribe to and be a part of Buyer's risk management process as part of onboarding process with Buyer and agrees to comply with the requirements thereof. Vendor agrees to comply with all of Buyer's vendor ongoing compliance program(s) operated by Buyer (or an agent of Buyer) and Vendor will promptly provide such information as reasonably required from time to time in accordance with such programs. Vendor acknowledges that if it fails Buyer's compliance program requirements, it will be deemed a breach of these Terms & Conditions and Buyer may terminate any or all POs with Vendor without liability.

11. Recalls. A "Recall" is any recall of, or corrective action involving, Goods that is: (a) required by the United States Consumer Product Safety Commission ("CPSC") or other relevant governmental agency, applicable law, or in Buyer's commercially reasonable judgment; (b) agreed upon between Buyer and Vendor; (c) instituted voluntarily by Vendor; or (d) instituted by Buyer because Buyer has reason to believe the subject Goods are (i) defective, dangerous, or incomplete; (ii) infringe upon Buyer's or a third party's intellectual property rights; or (iii) are not in compliance with applicable laws or regulations. In the event of a Recall, Buyer reserves the right to, at Buyer's option: (w) use reasonable means to remove the Goods that are subject to a Recall ("Recalled Goods") from sale; (x) correct the condition necessitating the Recall through relabeling, repackaging or other corrective action as Buyer deems appropriate; (y) return the Recalled Goods to Vendor; or (z) dispose of the Recalled Goods in a manner Buyer deems appropriate. Vendor will be liable for all costs and expenses arising from or related to such Recall, including, without limitation Return Costs, Disposal Costs, Buyer's own and third-party labor costs, lost profits and other costs and expenses incurred in taking the actions stated in Sections 11(w), (x), (y) and/or (z) above. When effectuating a Recall, Buyer reserves the right to, at Buyer's option, include in the Recall all Goods bearing the SKU or UPC of the Recalled Goods, regardless of date code, lot code or expiration date. Vendor will provide Buyer with no less than 24-hours written notice prior to the public announcement of any Recall or safety-related issues in connection with the Goods to the extent permitted by applicable law. Such notification shall include, without limitation, all of Vendor's item numbers affected by the Recall or safety related issue, expected inventory levels affected, and a detailed description of the nature of the public announcement.

The PO Terms will continue to apply to Recalled Goods. Upon Buyer's request, Vendor will, at its cost, change the SKU or UPC on all existing, non-impacted Goods bearing the same SKU or UPC as the Recalled Goods if the Recalled Goods bear any Buyer or Buyer Affiliate brand or private label and Vendor acknowledges that such SKU or UPC

changes may require Vendor, at its cost, to relabel or repack such non-Recalled Goods.

12. Confidentiality. Subject to the provisions of any confidentiality, non-disclosure or similar agreement executed by Buyer and Vendor, which agreement will control over the terms of this Section 12 and is incorporated herein by this reference, Vendor may not disclose to a third party or take or use for its own purposes or the purposes of others, any of Buyer's trade secrets, proprietary information, data or materials, or any other information Buyer reasonably considers to be confidential ("Buyer's Confidential Information"). "Buyer's Confidential Information" includes, without limitation, the PO Terms and the price paid for Goods. Vendor may disclose Buyer's Confidential Information: (a) to its contractors only to the extent necessary to enable Vendor to perform its obligations under the PO Terms only if such contractors are bound by confidentiality obligations sufficient to protect Buyer's Confidential Information in accordance with the terms of this Section 12; and (b) to the extent required by court order, subpoena or applicable law with, if permitted by applicable law, prior notice to Buyer.

13. Warranties. Vendor warrants that: (a) all Goods, and the design, production, manufacture, importation, distribution, transportation, labeling, packaging, pricing and sale of all Goods, and all representations, warranties and advertising made by Vendor, or authorized by Vendor to be made, in connection with Goods, shall be in accordance with, comply with, and where required, be registered under, all applicable laws, rules, regulations, standards, codes, orders, directives, judicial and administrative decisions, and ordinances, whether now in force or hereinafter enacted, of the country of origin, the country of transit, the United States of America ("USA"), and each state or subdivision thereof, and any agency or entity of the foregoing, including, without limitation, the Consumer Product Safety Improvement Act of 2008, as amended, the California Safe Drinking Water and Toxic Enforcement Act of 1986 ("Proposition 65") and other substantially similar federal, state or local laws, as amended, those related to environmental protection, labor, health, consumer product safety, agriculture, food and drug, and the regulations promulgated under such laws ("Laws") and that Vendor complies, and will comply at all times, with all other applicable laws in the operation of Vendor's business; (b) none of the articles of food Shipped or sold by Vendor are or will be adulterated, misbranded or improperly labeled within the meaning of the Federal Food, Drug and Cosmetic Act of June 25, 1938, as amended, the Nutrition Labeling and Education Act of 1991, as amended, and the Food Safety Modernization Act, as amended; (c) all processes used or engaged in with respect to processing, manufacturing, packaging, labeling, storing and Shipping Goods comply with all Laws; (d) it has full and clear title, free of all liens and encumbrances whatsoever to the Goods and that the Goods are hereby sold and can be resold, advertised, and used: (i) in full compliance with all contracts, laws, rules and regulations, including those governing the use of trade names, trademarks, trade dress, trade secrets, copyright and patents; and (ii) in a manner that assures the safety of the representatives, patrons, and customers of Buyer and consumers of the Goods; (e) the Goods are in new, good and saleable condition; and (f) the Goods are manufactured in the country of origin stated on the commercial documents required for customs entry. Vendor will regularly have independent tests performed on all Goods prior to Shipping to ensure compliance with the PO Terms, including, without limitation, the provisions of this Section 13. Vendor will provide Big Lots with copies of: (y) any and all test reports, Safety Data Sheet (SDS) information, Proposition 65 product information, ingredient information, and any information Big Lots deems necessary to comply, or support its compliance with, any Laws; and (z) upon Big Lots' request, signed copies of any and all license agreements relating to the Goods. Vendor acknowledges and agrees that it will be a breach of warranty if any Goods are in violation of any Laws at any time, including after the sale of such Goods by Vendor to Buyer. The parties agree that no personal identifiable information, as defined under California Consumer Privacy Act, 2018, as updated from time to time ("PII") will be shared or provided under this PO Terms. In the event Vendor receives any PII, Vendor shall forthwith notify Buyer of the same and use best efforts to remove such PII and comply with applicable privacy laws. In the event Goods fail to comply with the warranties set forth in the PO Terms at any time, Vendor agrees that it will immediately notify Buyer and take all measures to identify the Goods that are or may be affected. The PO Terms are not intended to and will not negate or replace any of, but will supplement, the warranties, express or implied, provided by the Uniform Commercial Code, at law, or in equity.

14. Anti-corruption. Vendor shall comply with all applicable laws. Vendor specifically acknowledges and agrees that Vendor's performance of the PO Terms is subject to the United States Foreign Corrupt Practices Act and other applicable anti-bribery and anti-corruption laws of the United States and other countries where the Vendor operates (collectively, "Anti-corruption Laws"). Vendor warrants and agrees that Vendor, its employees, agents, and anyone acting on Vendor's behalf will not violate any Anticorruption Laws for the benefit of or on behalf of Buyer or Vendor. Further, Vendor warrants and agrees that Vendor and anyone acting on Vendor's behalf will not, directly or indirectly, offer, promise, make, give, or authorize the payment of any money or transfer of anything else of value to: (a) an officer, employee, agent or representative of any national, state, regional, or local government, including any department, agency or instrumentality of any government or any government-owned or government-controlled entity, or public international organization, or any person acting in an official capacity on behalf thereof, or any political party, political party official, or candidate for political office (each a "Government or Political Official"); (b) a close associate or relative of any Government or Political Official; or (c) any other person or entity while knowing or having reason to believe that some or all of the payment or thing of value will be offered, given or promised, directly or indirectly, to any Government or Political Official, for the purpose of: (i) improperly influencing an act or decision of such Government or Political Official, including expediting or





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PO#: 95575100

Page 4 of 6

securing the performance of a routine government action; (ii) obtaining, retaining or directing any business; or (iii) securing an improper business advantage. Vendor will provide Buyer such information and further written certifications as Buyer may request from time-to-time to assist Buyer's efforts to assure compliance with Anti-corruption Laws. Vendor specifically agrees to comply at all times with (a) all applicable laws prohibiting child labor, prison labor, indentured labor or bonded labor, (b) all applicable laws pertaining to safe and healthy workplaces and working conditions, (c) all applicable laws pertaining to minimum wage, maximum work periods, and the payment of overtime, and (f) all environmental laws applicable to the Goods.

15. Indemnification. Vendor shall indemnify, defend (at Buyer's sole option) and hold harmless Buyer, its Affiliates, and their respective officers, directors, contractors, employees and agents, from and against any and all liabilities, obligations, penalties, fines, judgments, settlements, damages, losses, deficiencies, interest, fees, costs, expenses, incidents, demands, claims and/or suits, whether actual or alleged, including, without limitation, attorneys' fees, court costs, and expert witness fees, including those fees, costs and expenses incurred in enforcing Buyer's rights under the PO Terms, whether in connection with a breach of the PO Terms or otherwise ("Losses"), arising from or related to: (a) the acts or omissions of Vendor, its Affiliates or contractors, or their respective contractors, employees, or agents; (b) Recall of the Goods; (c) personal injury or property damage resulting from any actions or inactions of Vendor, or from the manufacture, storage, movement, use or consumption of the Goods; (d) breach of Vendor's warranties or a term of the PO Terms; (e) infringement of a third party's intellectual property or proprietary rights, including, but not limited to, trade names, trademarks, trade dress, trade secrets, patents and copyrights, in connection with the use, manufacture, distribution, description, advertising, marketing sale or offer for sale of the Goods; and (f) an employment related claim brought by an employee, agent or contractor of Vendor, its Affiliates, or a Vendor contractor.

16. Insurance. Vendor will, at its own expense, procure and maintain, at a minimum, the types and amounts of insurance coverage described in the Big Lots Certificate of Insurance and Indemnification Policy, the most current version of which can be obtained by visiting Buyer's Vendor Resource Website and clicking "Routing and Compliance," or by going directly to [www.biglots.com/corporate/vendors/routing-and-compliance](http://www.biglots.com/corporate/vendors/routing-and-compliance). The insurance companies issuing the policies must: (a) have Standard & Poor's rating of BBB or better or A.M. Best's rating of A-VII or better; and (b) be licensed to operate in the country from where the subject Good is sold and invoiced to Buyer, and have an extensive North American presence. Prior to the first PO being issued, annually thereafter (within sixty (60) days after policy renewal), and at any other time upon Buyer's request, Vendor will provide Buyer with certificates of insurance ("COI") signed by an authorized representative of the insurance carrier evidencing the required insurance coverages (unless lower coverage limits are agreed upon in writing by an officer of Buyer). In addition, upon Buyer's request, Vendor will provide Buyer with copies of the actual endorsements and/or policies. With the exception of workers' compensation, the COI must show a broad form vendor's endorsement or name "Big Lots, Inc. and all of its direct and indirect subsidiaries and affiliates" as an additional insured. The policies must: (i) respond as primary coverage and non-contributory to any other insurance policy available to Buyer; (ii) not contain any exclusion, limitation or endorsement that restricts or limits applicable liability coverage; (iii) provide for the investigation, defense, and satisfaction (by settlement or otherwise), at no cost to Buyer, of any Losses incurred by Buyer; and (iv) provide that the insurance companies issuing the policies will notify Buyer at least thirty (30) days prior to any policy cancellation or modification. Vendor will bear its own insurance and insurance-related expenses and Vendor's liability will not be limited to its insurance coverage.

17. Cumulative Remedies. Each of Buyer's rights and remedies under the PO Terms is cumulative and in addition to any other rights and remedies provided at law, in equity, elsewhere in the PO Terms, or otherwise, including, without limitation, the Uniform Commercial Code.

18. Force Majeure. Buyer may delay delivery or acceptance of any or all Goods, or cancel any PO in the event that such delay or cancellation is due to causes beyond Buyer's reasonable control. In such case, Buyer will not be liable to Vendor for any amount except to pay for the unit cost of Goods that are fully delivered and accepted by Buyer, subject to Buyer's right to offset and withhold payment as provided in Section 9 of these Terms & Conditions.

19. Use of Goods; Content & Marks. Vendor is not permitted to use Buyer's, or Buyer's Affiliates', names, trademarks, trade names, logos or service marks in any marketing, advertising or publicity without the prior written consent of B buyer's Chief Executive Officer, Chief Financial Officer, or General Counsel, which consent may be given or withheld in Buyer's sole and absolute discretion. Vendor hereby grants to Buyer the royalty-free, sublicensable, worldwide right to use the Goods and Vendor Content in or related to Buyer's retail

operations, both brick and mortar and eCommerce. "Vendor Content" means text, graphics, names, marks, images, audio or digital files, audio-visual content and all other data, information, marketing and promotional materials and content in any medium, and all copyrights, logos, trademarks, service marks, trade names, and other intellectual property rights therein or related to the Goods.

20. Assignment & Subcontracting. Vendor will not assign the PO Terms in whole or in part (by assigning any right or delegating any duty under the PO Terms), voluntarily or involuntarily, by operation of law, or in any other manner,

without the prior written consent of an officer of Buyer. Any purported assignment or delegation made without this consent is void. Buyer may assign the PO Terms in whole or in part (by assigning any right or delegating any duty under the PO Terms) to an Affiliate or to any other party in Buyer's sole discretion. In the event Buyer assigns the entire PO Terms to another party, Buyer will have no further obligation to Vendor under the PO Terms and Vendor hereby consents that Buyer's assignment will constitute a novation. Buyer's payment to Vendor constitutes payment for Goods, services, equipment or other deliverables provided by any subcontractor of Vendor or Vendor's agents or representatives. Vendor remains fully responsible and liable to Buyer for the acts and omissions of its subcontractors and performance of all Vendor's duties and obligations under the PO Terms.

21. Governing Law; Venue; Jury Waiver; and Arbitration. The laws of the State of Ohio, without application of conflicts of law principles, govern the PO Terms and all matters arising out of or related to the PO Terms. Each party hereby irrevocably agrees that any disagreement, dispute, action, controversy or claim with respect to: (a) the validity of the PO Terms; (b) breach of the PO Terms; or (c) otherwise arising out of, or in relation to the PO Terms, a PO, or any agreement in which either is incorporated ("Dispute"), will be brought in the state or federal courts located in Franklin County, Ohio, and hereby expressly submits to the personal jurisdiction and venue of such courts for purposes thereof and expressly waives all claims of improper venue and all claims that such courts are an inconvenient forum. The parties hereby agree to waive a trial by jury with respect to Disputes. Any Dispute may, in Buyer's sole and absolute discretion, be settled by binding arbitration by an arbitration service of Buyer's choice, in accordance with the laws of the state of Ohio governing voluntary arbitrations. The location of such arbitration will be in Columbus, Ohio. Discovery will be permitted as provided by applicable state law or as the parties may otherwise mutually agree. The parties may also mutually elect to seek mediation as an alternative precursor to arbitration. If the PO Terms govern an international transaction, the applicable state law regarding the arbitration of international disputes will apply. The arbitrator will agree to conduct proceedings under the laws relating to arbitration cited above, or such other rules to which the parties mutually agree. The United Nations Convention on Contracts for the International Sale of Goods shall have no application to this Agreement or actions hereunder or contemplated hereby.

22. Severability. Provisions of the PO Terms will be interpreted to be valid and enforceable under applicable law; provided, however, that if any provision is held invalid or unenforceable, such provision will not invalidate the PO Terms. The PO Terms' remaining provisions will stay in effect and be enforced to the fullest extent permitted by law.

23. Entire Agreement. The PO Terms constitute the entire agreement between the parties and supersede all previous agreements, written or oral, between the parties with respect to the subject matter hereof. The PO Terms may not be modified by course of dealing, course of performance, or any oral communication between Buyer and Vendor. The PO Terms may only be modified by, and a waiver will be effective only if set forth in, a written instrument that references the PO Terms, expressly describes the terms herein to be modified, and is signed by a representative of Vendor and an officer of Buyer. Without limiting the generality of the foregoing, no term or condition of any document issued by Vendor, including, without limitation, invoices, sales acknowledgments, or other similar documents, will constitute a modification of or addition to the PO Terms and will have no force or effect and are hereby rejected. The Vendor Guide as in effect from time to time is made a part hereof and is expressly incorporated herein. In the event of any conflict between the any terms and conditions or any other document of Vendor, Vendor Guide and these PO Terms, the PO Terms is binding to the extent of such conflicts. Vendor will comply with (a) applicable industry standards with respect to privacy and data security relating Buyer's Confidential Information and (b) applicable privacy and security laws ("Privacy Policy"). Any updates to the Vendor Guide or the Privacy Policy immediately take effect and are binding on the parties.

24. No Third-Party Beneficiaries. Certain sections of the PO Terms are for the benefit of Buyer's Affiliates. As a result, any of Buyer's Affiliates may enforce the PO Terms. Except for Buyer's Affiliates, the PO Terms do not create any enforceable rights by anyone other than Buyer and Vendor.

25. LIMITATION OF LIABILITY. EXCEPT IN THE CASE OF GROSS NEGLIGENCE AND/OR WILLFUL MISCONDUCT, BUYER WILL NOT BE LIABLE TO VENDOR OR ITS AFFILIATES FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, BUSINESS INTERRUPTION, AND ANY LOSS OF USE, REVENUE, GOODWILL, OPPORTUNITY OR DATA, IN CONNECTION WITH THE PO TERMS, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OF ANY KIND, AND REGARDLESS OF WHETHER BUYER WAS ADVISED, HAD REASON TO KNOW, OR IN FACT KNEW, OF THE POSSIBILITY OF LIABILITY.

26. Acceptance of PO Terms. Vendor agrees to and accepts all of the terms and conditions in the PO Terms by doing any of the following: (a) acknowledging or accepting a PO; (b) acknowledging or agreeing to the PO Terms through Buyer's EDI process, by click-through, click to accept, or otherwise; (c) signing these Terms & Conditions; (d) Shipping any portion of the Goods referenced in a PO or otherwise fulfilling any portion of its obligations under a PO; or (e) accepting any complete or partial payment for the Goods, transportation of the Goods, or otherwise in connection with a PO or the Goods, or by any other means of acceptance recognized at law or in equity.



OFFICE-COPY

**IMPORTANT Terms and Conditions**

PO#: 95575100

Page 5 of 6

AS AN INDUCEMENT FOR BUYER TO ENTER INTO A PO, VENDOR WARRANTS THAT IT HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE PO TERMS, INCLUDING THE VENDOR GUIDE, WITHOUT MODIFICATION. EACH PO IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, VENDOR'S ACCEPTANCE OF THE PO TERMS AND BUYER OBJECTS TO AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS.

27. Import/Export Laws. Vendor shall be responsible for timely obtaining and maintaining any required export license, permit or approval and pay all required fees, assessments, duties, charges, taxes, tariffs, levies or other charges necessary to lawfully export the Goods from Vendor's country. Vendor shall ensure that the Goods are properly marked and accompanied by such true, complete, and correct invoices, packing lists, certifications, declarations and other documentation necessary for their proper classification and importation into the United States and clearance through United States customs.

PO#: 95575100

Dept	Article	Article Description	Size	Country of Origin	Master		Total Units	Cost	Ext. Cost	Delivery Date
Class	MFG#	Merch Cat Description		Dangerous Goods	Inner	Package Art	# of Cartons	Additional	Ext. Retail	Promo Event
Merch. Cat	Brand	Merchandise. Type	Release Week	CS Weight				Retail	IMU	Compare TO
Line Item#	UPC	Expiration Date	Goods Class	CS Cube	Ticket Type		EAS Tag	PDQ Pkg		

[illegible]





Submission No : CNS-2411789  
Version Date : 11/5/2024 11:36:57 AM  
Page 1 of 2

This document is issued as a receipt of cargo only and will not be negotiable unless the original is submitted to exchange for the Forwarder's Cargo Receipt which will be issued on request.

<b>Shipper/Exporter (Name &amp; Address)</b> SHANDONG TAIPENG INTELLIGENT HOUSEHOLD PRODUCTS CO., LTD 136 GONGYEYI ROAD FEICHENG, SHANDONG, 271600, CN  <b>Contact: SUNHU</b> Tel: 0538-3308709 Fax: 0538-3305019	<b>SHIPPING ORDER/DOCK RECEIPT</b>	
	<b>Port of Loading</b>  QINGDAO	
	<b>Final Destination</b>  TREMONT, PA	
<b>Consignee</b>  CLOSEOUT DISTRIBUTION, LLC 50 RAUSCH CREEK RD, TREMONT, PA 17981, USA	<b>Freight :</b>  COLLECT	<b>Exp. Lic No.</b>  NO
	<b>Ship Term</b>  FOB	<b>Ship Mode</b>  OCEAN
<b>Notify Party</b>  GEODIS 5101 S. BROAD STREET PHILADELPHIA, PA 19112-1404, U.S.A. ATTN: ALENA LAMINA	<b>Estimate Delivery Date</b>  CY 19 November 2024	<b>No. of Original Document Required</b>  EFCR 1
<b>Also Notify</b>  EDRAI 2020 LLC. 1300 SOUTH MINT STREET SUITE 200 CHARLOTTE NC 28203 USA TEL: 704-593-6329 EMAIL: DATAQUALITY@EDRAYCPL.COM	<b>Declaration</b>  THE SHIPMENT CONTAINS NO WOOD PACKAGING MATERIAL	
<b>Shipper/Exporter Email :</b> 18905388376@163.COM		
<b>Remarks :</b>		

**REQUIRES D40H x 3 CONTAINERS ONLY**



Submission No : CNS-2411789  
 Version Date : 11/5/2024 11:36:57 AM  
 Page 2 of 2

YL Shipping Order :

Export License will be Submitted : No

Tmast No.:

Fumigation Cert. will be Submitted : No

Fish &amp; Wildlife Cert. will be submitted : No

Contains Pallet : No

PO Seller :SHANDONG TAIPENG INTELLIGENT  
 HOUSEHOLD PRODUCTS CO., LTD.

Other Document will be submitted :

Product contains Wood Formaldehyde and complied with rules and orders under TSCA Title VI : Not Applicable

P/O No.	Item No.	No. of pkgs	Cbm	Kilos	Qty
95575100	810775523	264 CTN	196.710	48,888.000	264
Manufacturer : SHANDONG TAIPENG INTELLIGENT HOUSEHOLD PRODUCTS CO., LTD. Country of Origin : CN Ship Window : 11/25/2024 - 12/2/2024 Delivery Date : 1/6/2025 Cargo must be delivered within the indicated shipping window. TSCA Title VI Compliant : NA					
P/O Total :		264 CTN	196.710	48,888.000	264

Marks & Numbers	Description of Packages and Goods Particulars Furnished by Shipper
PO#: SKU#: DEPT#: COUNTRY OF ORIGIN:CHINA	COMBO RUSHFORD 10x12FT METAL LOUVERED ROOF PERGOLA

Total :	264 CTN	196.710	48,888.000	264
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Total No. of Packages Received (In Words)	Measurement:
	Weight:

Yusen Logistics (Hong Kong) Limited expressly disclaims all and any liability to any person in respect of anything done or omitted, and the consequences of anything done or omitted, by any such person in reliance on the contents of this electronic Forwarders Cargo Receipt (eFCR). No part of these e-FCR Standard Operational Procedures may be reproduced, recast, reformatted or transmitted in any form by any means, electronic or mechanical, including photocopying, recording or any information storage and retrieval system, without the prior written permission from Yusen Logistics.

**SHANDONG TAIPENG INTELLIGENT  
HOUSEHOLD**

Seller reference

**PRODUCTS CO., LTD**

136 GONGYEYI ROAD, FEICHENG, SHANDONG, 271600, CHINA

**INVOICE**

Invoice No.: YT24-389

Invoice Date.: December 01, 2024

Sold To: CLOSEOUT DISTRIBUTION, LLC  
50 RAUSCH CREEK RD  
TREMONT, PA 17981  
USADelivery To: 50 RAUSCH CREEK RD  
TREMONT, PA 17981  
USA

Shipment Terms: FOB QINGDAO

Payment Term / OAT #(Open Account Transaction):

Country of Origin: CHINA

L/C Number: TT

Vessel / Voyage: EVER LEADING / 1190E

Port of Loading: QINGDAO

Ship on or about: December 03, 2024

Port of Entry: NEW YORK, NY


Destination: TREMONT, PA

Container Number (Factory Load) : TEMU6472294, TRHU5986543, TXGU8053279

Cargo Description	Quantity (Unit)	Unit Price (USD)	Total Amount (USD)
P/O No.: 95575100	264 EA	612.000/EA	161,568.000
SKU No.: 810775523	264 CTNS		
COMBO RUSHFORD 10X12FT METAL LOUVERED ROOF PERGOLA	No. of Pallet:		
HTS Code.: 7308909590			
<b><u>Manufacturer Name &amp; Address</u></b>			
SHANDONG TAIPENG INTELLIGENT HOUSEHOLD PRODUCTS CO., LTD. HIGH-NEW TECH DEVELOPMENT FEICHENG SD 271600 CHINA FEICHENG, SHANDONG 271600, CHINA			
<b>Total:</b>	<b>(264 CTNS)</b>	<b>264</b>	<b>161,568.000</b>
<b>TOTAL (USD) DOLLARS : ONE HUNDRED SIXTY-ONE THOUSAND FIVE HUNDRED SIXTY-EIGHT ONLY.</b>			

**Consolidator(Full Name & Address)**SHANDONG TAIPENG INTELLIGENT HOUSEHOLD PRODUCTS  
CO., LTD.  
HIGH-NEW TECH DEVELOPMENT FEICHENG SD 271600 CHINA  
FEICHENG , SHANDONG  
271600 CHINA  
Container No./Seal/Size:  
TEMU6472294/OOLJVZ0257/40H  
TRHU5986543/OOLJVX9701/40H  
TXGU8053279/OOLJVX9283/40H**Container Stuffing Location(Full Name & Address )**SHANDONG TAIPENG INTELLIGENT HOUSEHOLD PRODUCTS  
CO., LTD.  
HIGH-NEW TECH DEVELOPMENT FEICHENG SD 271600 CHINA  
FEICHENG , SHANDONG  
271600 CHINA  
Container No./Seal/Size:  
TEMU6472294/OOLJVZ0257/40H  
TRHU5986543/OOLJVX9701/40H  
TXGU8053279/OOLJVX9283/40H

We certify that there is no wood packing material in the shipment.

**Carton Marks And Number**PO#:  
SKU#:  
DEPT#:  
COUNTRY OF ORIGIN:CHINASHANDONG TAIPENG INTELLIGENT  
HOUSEHOLD PRODUCTS CO., LTD.  
SHI FENG / PRESIDENT



**SHANDONG TAIPENG INTELLIGENT  
HOUSEHOLD**

Seller reference

**PRODUCTS CO., LTD**

136 GONGYEYI ROAD, FEICHENG, SHANDONG, 271600, CHINA

**PACKING LIST**

Invoice No.: YT24-389

Invoice Date.: December 01, 2024

Sold To: CLOSEOUT DISTRIBUTION, LLC  
50 RAUSCH CREEK RD  
TREMONT, PA 17981  
USADelivery To: 50 RAUSCH CREEK RD  
TREMONT, PA 17981  
USA

Shipment Terms: FOB QINGDAO

Payment Term / OAT #(Open Account Transaction):

Country of Origin: CHINA

L/C Number: TT

Vessel / Voyage: EVER LEADING / 1190E

Port of Loading: QINGDAO

Ship on or about: December 03, 2024

Port of Entry: NEW YORK, NY

Destination: TREMONT, PA

Container Number (Factory Load) : TEMU6472294, TRHU5986543, TXGU8053279

Cargo Description	Quantity (Unit)	Net Weight (KGS)	Gross Weight (KGS)	CBM
P/O No.: 95575100	264 EA	43,401.60	47,342.40	196.140
SKU No.: 810775523	264 CTNS			
COMBO RUSHFORD 10X12FT METAL LOUVERED ROOF PERGOLA	No. of Pallet:			
HTS Code.: 7308909590				
<b>Total:</b>	<b>(264 CTNS)</b>	<b>264</b>	<b>43,401.60</b>	<b>47,342.40</b>
			<b>196.140</b>	

**Consolidator(Full Name & Address)**SHANDONG TAIPENG INTELLIGENT HOUSEHOLD PRODUCTS  
CO., LTD.HIGH-NEW TECH DEVELOPMENT FEICHENG SD 271600 CHINA  
FEICHENG, SHANDONG  
271600 CHINA

Container No./Seal/Size:

TEMU6472294/OOLJVZ0257/40H

TRHU5986543/OOLJVB9701/40H

TXGU8053279/OOLJVB9283/40H

**Container Stuffing Location(Full Name & Address )**SHANDONG TAIPENG INTELLIGENT HOUSEHOLD PRODUCTS  
CO., LTD.HIGH-NEW TECH DEVELOPMENT FEICHENG SD 271600 CHINA  
FEICHENG, SHANDONG  
271600 CHINA

Container No./Seal/Size:

TEMU6472294/OOLJVZ0257/40H

TRHU5986543/OOLJVB9701/40H

TXGU8053279/OOLJVB9283/40H

We certify that there is no wood packing material in the shipment.

**Carton Marks And Number**

PO#:

SKU#:

DEPT#:

COUNTRY OF ORIGIN:CHINA

SHANDONG TAIPENG INTELLIGENT  
HOUSEHOLD PRODUCTS CO., LTD.

SHI FENG /PRESIDENT

**SHANDONG TAIPENG INTELLIGENT HOUSEHOLD PRODUCTS CO., LTD**

ADDRESS:NO.136 OF INDUSTRY 1 ROAD FEICHENG CITY SHANDONG PROVINCE 271600 CHINA

**COMMERCIAL INVOICE****TO:**

CLOSEOUT DISTRIBUTION, LLC

INVOICE NO: **YT24-389**

50 RAUSCH CREEK RD, TREMONT, PA 17981, USA

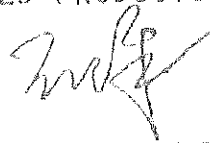
Date: 20/Nov/2024

Purchase Order Number

95575100

	DESCRIPTION	QTY	UNIT PRICE	AMOUNT
Art. No.	Product	FOB QINGDAO PORT IN CHINA		
	COMBO RUSHFORD 10x12FT METAL LOUVERED ROOF PERGOLA			
95575100		264	612	161568
			Discount	1615.68
		264		\$159,952.32

**AMOUNT**  
 SHANDONG TAIPENG INTELLIGENT  
 HOUSEHOLD PRODUCTS CO., LTD.



SHI FENG /PRESIDENT





**SHANDONG TAIPENG INTELLIGENT HOUSEHOLD PRODUCTS CO., LTD**

ADDRESS:NO.136 OF INDUSTRY 1 ROAD FEICHENG CITY SHANDONG PROVINCE 271600 CHINA

**PACKING LIST**

TO: CLOSEOUT DISTRIBUTION, LLC  
50 RAUSCH CREEK RD, TREMONT, PA 17981, USA

INVOICE NO: YT24-389  
Date: 20/Nov/2024  
Purchase Order Number  
95575100

提单号: 00LU2304925440

PO. NO.	QTY SETS	CTNS	净重/ 箱	TTL N.W ( Kgs )	毛重/箱	TTL G.W ( Kgs )	体积/箱	MEAS. ( CBM )
		CTNS						
95575100	COMBO RUSHFORD 10x12FT METAL LOUVERED ROOF PERGOLA							
810775523	88	88	85.2	7497.60	92.30	8198.40	0.396	39.87
		88	79.2	6969.60	85.30	7582.40	0.233	25.51
		88		14467.20		15780.80		65.38
1.CONTAINER NO:TEMU6472294 SEAL NO: OOLJVZ0257								
810775523	88	88	85.2	7497.60	92.30	8198.40	0.396	39.87
		88	79.2	6969.60	85.30	7582.40	0.233	25.51
		88		14467.20		15780.80		65.38
2.CONTAINER NO:TRHU5986543 SEAL NO: OOLJYX9701								
810775523	88	88	85.2	7497.60	92.30	8198.40	0.396	39.87
		88	79.2	6969.60	85.30	7582.40	0.233	25.51
		88		14467.20		15780.80		65.38
3.CONTAINER NO:TXGU8053279 SEAL NO:OOLJYX9283								
TOTAL:		264		43401.60		47342.40		196.14

SHANDONG TAIPENG INTELLIGENT  
HOUSEHOLD PRODUCTS CO., LTD  
SUI TENG PRESIDENT





2960\*1100\*2440

63.55712

Yusen Logistics - Yusen Logistics

# Yusen Logistics

Yusen Logistics - Yusen Logistics

FORWARDER'S CARGO RECEIPT No. CNS-TAO-2400583

Maker/Supplier : SHANDONG TAIPENG INTELLIGENT  
HOUSEHOLD PRODUCTS CO., LTD  
Buyer/Consignee : CLOSEOUT DISTRIBUTION, LLC  
50 RAUSCH CREEK RD, TREMONT, PA 17981, USA  
Shipment From : QINGDAO To : TREMONT, PA

Maker/Supplier's INVOICE No.  
**YT24-389**

Dated: **December 01, 2024**

Date of Receipt of Cargo  
**November 28, 2024**

Marks & Nos.	Nos. of P'kgs	Supplier's description of goods	Measurement (cbm.)	Weight (kgs.)
--------------	---------------	---------------------------------	--------------------	---------------

PO#: NOTIFY PARTY: GEODIS  
SKU#: 5101 S. BROAD STREET  
DEPT#: PHILADELPHIA, PA 19112-1404, U.S.A.  
ATTN: ALENA LAMINA  
COUNTRY OF ORIGIN: CHINA  
ALSO NOTIFY: EDRAY 2020 LLC.  
1300 SOUTH MINT STREET SUITE 200  
CHARLOTTE NC 28203 USA  
TEL: 704-593-6329  
EMAIL: DATAQUALITY@EDRAYCPL.COM

CY-CY

SHIPPER'S LOAD, COUNT AND SEAL  
SAID TO CONTAIN

TEMU6472294	SEAL# OOLJVZ0257	40H DRY
TRHU5986543	SEAL# OOLJ VX9701	40H DRY
TXGU8053279	SEAL# OOLJ VX9283	40H DRY

COMBO RUSHFORD 10X12FT METAL LOUVERED ROOF  
PERGOLA

SHIP TO CODE & LOCATION : 00874-TREMONT, PA  
SHIPPER DECLARED ALL CONTAINER(S) CONTAIN NO WOOD PACKAGING  
MATERIAL

264 CARTONS 196.140 CBM 47,342.40 KGS

TOTAL : TWO HUNDRED SIXTY-FOUR (264) CARTONS ONLY

"FREIGHT COLLECT"

SHIPMENT PER S.S. "EVER LEADING" VOY NO. 1190E DISCHARGED AT NEW YORK, NY  
SAILING ON / ABOUT December 3, 2024. CARGO RECEIVED ON November 28, 2024.

THIS IS NOT A DOCUMENT OF TITLE

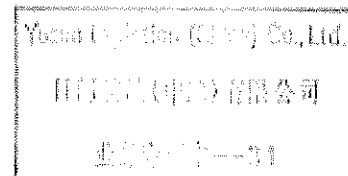
The Goods and instructions are accepted and dealt with subject to the  
**YUSEN LOGISTICS GLOBAL MANAGEMENT (HONG KONG) LIMITED**  
Standard Trading Conditions printed reverse side. Forwarding instructions  
can only be cancelled or altered if the original of this document is  
surrendered to the Company and then only provided the Company is still  
in a position to comply with such cancellation or alteration. Instructions  
authorizing disposal by a third party can only be cancelled or altered if the  
original of this document is surrendered to the Company, and then only  
provided the Company have not yet received instructions under the  
original authority. The Company does not act as Carrier but a forwarding  
agent only.

No. of ORIGINAL FORWARDER'S CARGO RECEIPT ISSUED: 1  
(Terms and conditions are to be continued to the reverse side hereof.)

QINGDAO

December 5, 2024

(Place and date of issue.)  
**YUSEN LOGISTICS**



As Agent

(Authorized Signature)

VI

Yusen Logistics - Yusen Logistics - Yusen Logistics - Yusen Logistics - Yusen Logistics - Yusen Logistics - Yusen Logistics



Forwarders' Cargo Receipt  
Terms and Conditions**1. DEFINITIONS**

- 1.1. "Company" means Yusen Logistics Global Management (Hong Kong) Limited trading or any of its affiliate entities issuing these Conditions in its capacity as an origin services provider for its customer who is the ultimate consignee of this shipment.
- 1.2. "Conditions" means the entire underliakings, terms, conditions, and clauses embodied herein, and includes terms and conditions on the front and any Shippers' instructions received in writing at the time of receipt.
- 1.3. "Shipper" means the vendor tendering items to Company for Services and any person at whose request or on whose behalf Shipper undertakes any tender of those cargoes to Company.
- 1.4. "Shippers' Instructions" means any of Shipper's specific written shipping instructions or requirements delivered to Company at the time of receipt of the cargoes.
- 1.5. "Laws" means any laws, statutes, regulations, or conventions which apply compulsorily to any element of the Services or any subject matter incidental to these Conditions.
- 1.6. "Services" means the origin services to be provided by Company and includes the receipt of cargoes from Shipper and subsequent arranging for the storage, warehousing, collection, delivery, local transportation, insurance, customs clearance, packing, unpacking, and other handling of goods and other services intended to accomplish delivery of the cargoes to Company's customer, the ultimate consignee.
- 1.7. "Owner" means the owner of the cargoes (including any packings, containers, or equipment other than those provided by Customer or carriers) to which any business concluded under these Conditions relates and any other person who is or may become interested in them depending upon the commercial terms of sale and including the ultimate consignee.

**2. COMPULSORY LEGISLATION AND STATUTORY PROTECTION**

- 2.1 In the event that any provisions contained herein are inconsistent with any Laws that apply compulsorily to any element of the Services, those provisions, to the extent of such inconsistency, shall be null and void in relation to such element of the Services by Company, but the remaining provisions of this forwarders' certificate of receipt ("FCR") shall remain valid and enforceable.
- 2.2 Nothing in these Conditions shall operate to limit or deprive Company of any statutory protection, defense, exception, or limitation of liability authorized by any applicable Laws.
- 2.3 Any and all advice information or Services provided by Company gratuitously is provided on the basis that Company will not accept any liability whatsoever therefore, whether in tort, bailment, or otherwise.

**3. SHIPPER'S WARRANTIES**

- 3.1 Shipper warrants as follows:
- By accepting these Conditions, Shipper agrees to be bound by all stipulations, exceptions, terms, and conditions on the front and back hereof, whether written, typed, stamped, or printed, as fully as if signed by Shipper;
  - By accepting these Conditions and agreeing to the terms hereof, Shipper is, or is the agent of and has the authority of, the Owner or person owning or entitled to the possession of the cargoes or of the person who is or may become interested in the cargoes;
  - The description and particulars relating to the cargoes set out on the front hereof: (a) have been checked by Shipper on receipt of these Conditions; and (b) are full and accurate;
  - The cargoes contain no drugs, prohibited or stolen goods, contraband, or other illegal material or substance or stowaways;
  - The cargoes have been properly and sufficiently prepared, packed, stowed, labelled, and/or marked by or on behalf of Shipper, and the preparation, packing, stowage, labelling, and/or marking are appropriate to the storage, handling, and any operations or transactions that may affect the cargoes and are in compliance with all applicable Laws;
  - Shipper complies with all Laws, requirements, directions, recommendations, rules, guidelines of customs, port, import, export, and other authorities;
  - Shipper shall provide the total gross mass established using calibrated and certified equipment of each packed Container (FCL) or each package of cargoes (LCL) in accordance with SOLAS. Shipper acknowledges and agrees that Company will rely on the accuracy and timeliness of such gross mass information and will use this to comply with its obligations in accordance with SOLAS.
  - Proper Packing, etc.: All the cargoes, the subject of any Service provided by Company, have been properly and sufficiently packed and/or prepared, and that Company has no liability for any loss of or damage to cargoes which are improperly or insufficiently packed or prepared, no matter how such loss or damage is caused.
  - Transport Unit: Where the cargoes delivered by or on behalf of Shipper are already carried in or on containers, trailers, flats, tins, railway wagons, tanks, igloos, or any other unit load device (each hereafter referred to as a "transport unit") then:
    - The transport unit is in good condition, is suitable to carry the goods loaded therein or thereon, and is suitable for the intended carriage and other handling; and
    - The cargoes are suitable for carriage and other handling in or on the transport unit and has been properly and competently packed or loaded in or on the transport unit.
  - Description of Cargoes: All descriptions, values, and other particulars of the goods furnished to Company are true, complete, and accurate, it being the duty of Shipper to provide such information to Company and to ensure that such information is true, complete, and accurate.
  - Fitness of Cargoes: The cargoes are fit and suitable for the carriage (international as well as local), storage, packing, unpacking, and other handling in accordance with, pursuant, related, or incidental to Shipper's Instructions.
  - Delivery of Cargoes: The consignee or other person entitled to the delivery of the goods shall take delivery of the goods upon their arrival at destination and shall pay all necessary charges, taxes, and duties and shall comply with all necessary formalities and procedures.

**4. DANGEROUS GOODS**

- 4.1 Cargoes tendered by Shipper to Company are not of such nature that they are or may become dangerous, hazardous, noxious (including radioactive materials), inflammable, explosive, or which do or may present a risk of damage to any property or person whatsoever ("Dangerous Goods") unless Shipper, or someone acting on its behalf, has given Company written notice of the nature of the Dangerous Goods prior to Company's receipt of such Dangerous Goods and Company has expressly accepted in writing to deal with the Dangerous Goods. Shipper's notice will include all information necessary for Company to perform its obligation in connection with the Dangerous Goods in accordance with all applicable Laws or requirements (or any combination of the foregoing), including without limitation information about the characteristics of the Dangerous Goods, the appropriate manner and method of storage and handling of the Dangerous Goods.
- 4.2 Any Dangerous Goods must be distinctly marked on the outside so as to indicate the nature and characteristics of the Dangerous Goods and so as to comply with all Laws.
- 4.3 Additional charges may apply to the storage and handling of Dangerous Goods. If any Dangerous Goods are tendered in breach of this Section, they may, at any time or place be unloaded, destroyed, disposed, abandoned, or rendered harmless, as circumstances may require, at Shipper's cost.

**5. COMPANY'S AUTHORITY**

- 5.1 SHIPPER ACKNOWLEDGES AND AGREES THAT COMPANY'S: A) ROLE IS SOLELY THAT OF ORIGIN SERVICES PROVIDER, AND THAT COMPANY WILL NOT UNDER THESE CONDITIONS PERFORM IN THE CAPACITY OF A CARRIER, NON-VESSEL-OPERATING COMMON CARRIER, CUSTOMS HOUSE BROKER, OR AS A SHIPPER AS THAT TERM IS UNDERSTOOD UNDER APPLICABLE LAWS; B) CUSTOMER IS THE ULTIMATE CONSIGNEE OF THE CARGOES PROVIDED BY SHIPPER TO COMPANY UNDER THESE CONDITIONS AND CUSTOMER WILL BE IDENTIFIED AS THE LAWFUL SHIPPER FOR INTERNATIONAL OCEAN CARRIAGE; AND C) SERVICES ARE DELIVERED AS A CONVENIENCE TO SHIPPER IN ITS TRANSACTION WITH THE ULTIMATE CONSIGNEE AND FOR WHICH COMPANY IS ENTITLED TO COLLECT FROM SHIPPER FOR THOSE SERVICES RENDERED AT ORIGIN.
- 5.2 Company is authorized to depart or deviate from Shipper Instructions in any respect if in the opinion of Company such departure or deviation is necessary or desirable in Shipper's interests or is expedient.
- 5.3 Company is authorized by Shipper to act or to enter into any contract or arrangement with third-parties for performance of the Services without prior consultation with or further authorization from Shipper.
- 5.4 Company is authorized to agree with any 3rd Party the charges payable to such 3rd Party without reference to or further authorization from Shipper, it being agreed that the difference between the charges payable by Company to 3rd Party(ies), and the charges payable by Shipper to Company is Company's commission or remuneration or profit. Shipper waives any and has no right of enquiry of the charges payable to 3rd Party(ies) and Company is not under any duty to account to Shipper for Company's commissions, remunerations, or profits.
- 5.5 Company is authorized (but not obligated) to inspect or arrange for cargoes to be inspected.
- 5.6 Company is not obligated to arrange for Shipper's goods to be carried, forwarded, packed, unpacked, stored, or handled separately. Company is authorized (but not obligated) to consolidate or arrange to be consolidated cargoes of Shipper with other goods.
- 5.7 Shipper expressly agrees to be bound in all respects by any act, contract, or arrangement entered into by Company with third-parties pursuant to the aforesaid authorizations. Company is not and does not act as Shipper's agent with respect to any cargoes or shipments under these Conditions, and Company does not accept any such purported appointment of agency.

**6. LIABILITY AND LIMITATIONS**

- 6.1 SHIPPER ACKNOWLEDGES AND AGREES THAT IT HEREBY WAIVES ALL CLAIMS AGAINST

- A force majeure event;
  - Strike, lock-out, stoppage or restraint of labor, the consequences of which Company is unable to avoid by the exercise of reasonable diligence;
  - Any cause or event which Company is unable to avoid and the consequences whereof Company is unable to prevent by the exercise of reasonable diligence; or
  - Compliance with instructions or directions of Shipper or the consignee or any person authorized to give them.
- 6.4 Amount of Compensation - Subject to these Conditions, if Company is liable for loss of or damage to cargoes, the liability of Company shall be limited to the lesser of:
- The landed cost at the destination of only those cargoes damaged or lost (excluding insurance); or
  - Two (2) SDRs per kilo of the gross weight of any cargoes lost or damaged.
- 6.5 No insurance will be arranged by Company for the benefit of Shipper.
- 6.6 Entire Liability - Except as set forth in this Section, Company shall not be liable for loss of or damage to any cargoes or have any liability whatsoever for any events arising out of or in connection with the storage and handling of cargoes and/or this FCR.
- 6.7 Application of Defenses, Limits, and Exclusions of Liability - The defenses, limits and exclusions of liability provided for in these Conditions of receipt shall apply in any action against Company arising out of or in connection with the Services (including loss or damage to cargoes) and whether the action be founded in contract, bailment, tort, breach of express or implied warranty, or otherwise, even if the loss or damage arose as a result of negligence, willful misconduct, or fundamental breach of contract.
- 6.8 By special arrangement which must be agreed to in writing, Company may accept liability in excess of the limit set forth herein if Shipper agrees to pay, and has paid, Company's additional charges for accepting such increased liability.

**7. INDEMNITY**

- 7.1 Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses (including without limitation all duties, taxes, imposts, levies, deposits, fines, and outlays of whatsoever nature levied by any authority) arising out of Company acting in accordance with Shipper's instructions, or arising from a breach of warranty or obligation by Shipper, or arising from Shipper's inaccurate or incomplete or ambiguous information or instructions, or arising from the negligence of Shipper or Owner.
- 7.2 Advice and information, in whatever form as may be given by Company, are provided by Company for Shipper only and Shipper shall save harmless and indemnify and keep indemnified Company from and against all claims, liabilities, losses, damages, costs, and expenses arising out of any other person relying on such advice or information. Except under special arrangements previously made in writing, advice, or information which is not related to specific instructions accepted by Shipper is provided gratuitously and without liability.
- 7.3 Shipper undertakes that no claim shall be made against any officer, servant, agent, or sub-contractor of Company which imposes or attempts to impose upon them any liability in connection with any Services provided or to be provided by Company. If any such claim should nevertheless be made Shipper shall indemnify Company against all consequences thereof. Without prejudice to the foregoing every such officer, servant, agent, and sub-contractor shall have the benefit of all provisions herein benefiting Company as if such provisions were expressly for his or its benefit. For the foregoing purposes, Shipper contracts for itself as well as agents for all the aforesaid persons.
- 7.4 Shipper shall defend, indemnify, and hold harmless Company from and against all claims, costs, and demands whatsoever and by whomsoever made or preferred in excess of the liability of Company under the terms of these Conditions, and without prejudice to the generality of the foregoing this indemnity shall include (without limitation) all claims, costs, and demands arising from or in connection with the negligence of Company, its officers, servants, agents, or sub-contractors.

**8. WAREHOUSING**

- 8.1 Pending release of the cargoes after provision of Services at origin, cargoes may be warehoused or otherwise held at the risk of Shipper or the Owner at any place at the sole discretion of Company and the cost therefore shall be for the account of Shipper.

**9. DECLARED VALUE**

- 9.1 Company shall not be obliged to make any declaration for the purpose of any statute or convention or contract as to the nature or value of any goods or as to any special interest in delivery unless express instructions in writing were previously given to and accepted by Company. A mere statement or declaration of the value or nature of cargoes for insurance or export or customs or other purposes is not and shall not be construed to be Shipper's instructions to Company to make any such declaration.

**10. SHIPPER'S OBLIGATION TO PAY DUTIES, TAXES, ETC.**

- 10.1 Shipper shall be liable for any duties, taxes, levies, deposits, or outlays of any kind levied by the authorities at any port or place for or in connection with cargoes and for any payments, storage, demurrage, fines, expenses, loss, or damage whatsoever incurred or sustained by Company in connection therewith.

**11. LIEN, DISPOSAL OF GOODS, ETC.**

- 11.1 Company shall have a general lien on all cargoes (and documents relating thereto) and any other property belonging to Shipper, directly or indirectly in Company's possession, custody, control, or enroute for all monies due to Company and/or its affiliates from Shipper or the ultimate consignee. Company may at its sole discretion exercise its lien at any time and at any place. The lien shall cover without limitation all charges, expenses, and advances of whatsoever nature due to Company and/or its affiliates and inclusive of any costs incurred enforcing and preserving its lien (including but not limited to storage charges) and in recovering or attempting to recover any sums due from Shipper or the ultimate consignee (whether in respect of the storage and handling herein or otherwise).
- 11.2 Company shall be entitled to sell (at any time and at any place) at the costs of Shipper cargoes and/or any such other property by private treaty or by public auction or other means, without giving prior notice or incurring any liability to Shipper and to apply the proceeds of such sale (net of expenses) in or towards the payment of any amount due to Company. Company shall be entitled to claim the difference against Shipper or the ultimate consignee in the event that the (net) sale proceeds do not discharge in full the amount due from Shipper or the ultimate consignee. Company's lien shall survive delivery or deemed delivery of cargoes. Perishable cargoes which are not taken up immediately upon arrival or which are insufficiently addressed or marked or otherwise not readily identifiable, may be sold or otherwise disposed of without any notice to Shipper or the Owner and payment or tender of the net proceeds of any sale after deduction of charges and expenses shall be equivalent to delivery. All charges and expenses arising in connection with the sale or disposal of cargoes shall be paid by Shipper.
- 11.4 The rights of Company under this Section are independent and cumulative.

**12. RATES AND CHARGES**

- 12.1 Shipper is directly and primarily liable for the payment of all charges owed to Company in performance of the Services at origin for its benefit. Shipper shall pay to Company all sums immediately when due without deduction or deferment on account of any claim, counterclaim, or set-off.
- 12.2 Company at its discretion may request an advance to cover fees, duties, charges, taxes, and/or other expenses payable before Shipper's invoice is rendered. Forthwith upon such request being made, Shipper shall make such advance to Company.
- 12.3 On all amounts overdue to Company, Company shall be entitled to interest calculated on a monthly basis from the date such accounts are overdue until payment thereof at 2% per month (compounded monthly) during the period that such amounts are overdue.

**13. NOTICE OF CLAIM**

- 13.1 Any claim against Company must be in writing and delivered to Company at its registered office or its principal place of business in Hong Kong within 3 days of:
- in the case of damage to goods, the date of delivery of cargoes;
  - in the case of loss or non-delivery or mis-delivery of cargoes, the date that cargoes should have been delivered; and
  - in any other case, the date of the event giving rise to the claim.
- 13.2 No action shall lie against Company if the claim is not made within the times and in the manner specified herein.

**14. TIME BAR**

- 14.1 Any right of action against Company shall be extinguished if suit is not brought in the proper forum and written notice thereof received by Company within three 3 months from the date cargoes arrived at the destination or the date cargoes should have arrived at the destination (whichever date is the earlier).

**15. NO COLLECT ON DELIVERY (C.O.D.) SHIPMENTS**

- 15.1 Shipper agrees that: (a) Company shall have no obligation to Shipper whatsoever related to Collect on Delivery (C.O.D.) shipments and commensurate obligations for collection of bank drafts or otherwise, or to collect on any specified terms by time drafts or otherwise; and (b) Shipper bears all risk for the payment of costs and/or collection of the invoice price from its customer and the consignee.

**16. GOVERNING LAW**





COMPANY: (A) FOR CARGOES DAMAGE, LOSS OF OR EXCEPT TO THE EXTENT OF SUCH DAMAGE AND PROVE THAT SUCH HARM OCCURRED WHILE SUCH CARGOES WERE IN THE CARE, CUSTODY, AND CONTROL OF COMPANY DURING PERFORMANCE OF THE SERVICES PURSUANT TO THESE CONDITIONS; (B) RELATED TO THE RELEASE OF THE CARGOES TO THE CONSIGNEE OR OTHER PARTIES INCLUDING CARRIERS AND SERVICE PROVIDERS; AND (C) FOR LOSS OF PROFIT, LOSS OF SALES, LOSS OF BUSINESS, LOSS OF GOODWILL OR REPUTATION, THIRD-PARTY CLAIMS OF ANY NATURE, OR ASSERTING SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND.

- 6.2. Company's liability for the cargoes, if any, shall be determined and limited in accordance with this Section.
- 6.3. Liability for Loss or Damage to Cargoes - Without prejudice to any other right or remedies Company may have, Company shall be relieved of liability for any loss or damage to cargoes if, and to the extent that, such loss or damage is caused by:

18.1. These Conditions and any acts or omissions which they apply shall be governed by and construed according to the laws of the Hong Kong Special Administrative Region. Any dispute arising out of these Conditions or any such act or contract shall be subject to the non-exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.



日邮物流(中国)有限公司青岛分公司

Yusen Logistics(China) Co., Ltd. Qingdao branch

地址: 山东省青岛市市南区江苏路224号 海航万邦中心2408  
电话: 0532-66757132  
邮箱: John.Xi@cn.yusen-logistics.com

## 订舱确认 (Booking Confirmation)

BIG LOTS STORES

收件单位: SHANDONG TAIPENG INTELLIGENT

截关日期: 2024/11/27 10:00:00

截单日期: 2024/11/26 12:00:00

关单号: 00LU2304925440

船名航次: EVER LEADING/1190E

承运人: 东方海外货柜航运有限公司

运输条款: CY-DOOR

ETD 2024/11/30

箱型箱量: 3\*40HC

(冷代干: 否)

起运港: QINGDAO

卸货港: NEW YORK

交货地: TREMONT

船代: 青岛港国际物流有限公司

场站信息: 东港场站

<https://www.qingdao-port.net/hycx1/index.html?201911081#/wlzz/crtxcz>

## 注意事项:

01. 从2003年2月1日开始, 美国已正式实行AMS, 请提醒所有工厂, 在我司入货通知截单时间之前提交e-CLP及所有准确信息。晚于截单时间导致的责任风险及费用由贵司承担。晚于我司截单时间提出更改提单任何内容, 都将产生改单费。从2011年1月1日开始, 欧盟已正式实行ENS, 请提醒所有工厂, 在我司入货通知截单时间之前提交e-CLP及所有准确信息。晚于截单时间导致的责任风险及费用由贵司承担。晚于我司截单时间提出更改提单任何内容, 都将产生改单费。
02. 收到SO后, 请核对数据, 柜型、柜量、目的港等信息, 如有错漏, 请及时告知, 否则产生多余费用, 请自行吸收。
03. 车队背箱前请联系场站核实放箱情况, 若未核实产生额外费用我司概不负责。请务必在提箱前核实最新免费箱使用期。
04. 请于截单日期前, 在系统提交e-Load Plan和VGM。\*\*\*我司是一性补料, 如第一次提交后需再次修改, 我司将会收取改单费\*\*\* \*\*如不能及时提交SI, 请提前申请。如未申请并晚于SI截止时间, 将产生额外费用\*\*\*
05. 如有任何分票请于截单前通知我司, 并提供分票分箱明细, 否则默认一票报关。分箱明细请于截单及截港前邮件发至我司, 以免产生改单费用
06. 如委托我司报关, 请于截单前与操作联系, 以便取得链接上传出口报关单据。
07. 请务必提前与我司核实预配舱单品名, 船公司要求须与提单品名保持完全一致。
08. 目的港清关文件请在客人规定的日期内提交, 否则发货人需承担客人规定的罚款。
09. 如为内点装箱, 请提前告知, 并邮件提供准确件重尺, 以便封箱截单。若无通知, 默认为背箱操作。
10. 入货通知所标注截港时间为船公司预计时间, 请以码头实时更新的实际计划为准。
11. 如需我司收费标准, 请出货前咨询。一旦货物出运我司将默认贵司接受我司收费标准。

OOCL需要车队凭集装箱提取检查代码自行申请EIR放箱并注意用箱时间。

\*如果是单件过吨的务必记得及时提供保函和照片, 以便发船司审核, 审核通过后才能集港

\*单件过吨, 有时需发国外铁路审核, 到时候需等国外铁路回复, 有时审批时间可能会较长(周末船司不上班); 有了保函和加固照片请务必尽早提供

\*单件过吨的, 一旦审核不合格用箱之后产生的相关费用需要客人自己承担, 如果客人接受由于不批复所产生的费用可正常用箱。

## SHIPPING ADVICE

免箱使8天  
免堆存7天 请勿过早返场  
捆箱均验视, 4029

## 货物数据明细

SO#	PO#	SUBMISSION#	件数	毛重	体积
TAOT1004452	95575100	CNS-2411789	264	48888	196.71
			264	48888	196.71





## 中华人民共和国海关出口货物报关单



\*433020240000022051\*

预录入编号: 433020240000022051

海关编号: 433020240000022051

(泰安海关)

仅供核对用

页码/页数: 1/1

境内发货人 (91370983738196054N) 山东泰鹏智能家居股份有限公司	出境关别 (4218) 青开发区	出口日期 20241203	申报日期 20241201	备案号
境外收货人 CLOSEOUT DISTRIBUTION, LLC	运输方式 (2) 水路运输	运输工具名称及航次号 EVER LEADING/1190E	提运单号 00LI2304925440	
生产销售单位 (91370983738196054N) 山东泰鹏智能家居股份有限公司	监管方式 (0110) 一般贸易	征免性质 (101) 一般征税	许可证号	
合同协议号 YT24-389	贸易国 (地区) (USA) 美国	运抵国 (地区) (USA) 美国	指运港 (USA000) 美国	离境口岸 (370201) 黄岛
包装种类 (99/22) 其他包装/纸制或纤维板制盒/箱	件数 264	毛重(千克) 47342.4	净重(千克) 43401.6	成交方式 (3) FOB
随附单证及编号	运费	保费	杂费	

## 标记唛码及备注

备注: PO#: SKU#: DEPT#: COUNTRY OF ORIGIN: CHINA 集装箱标箱数及号码: 6; TRHU5986543; TXGU8053279; TEMU6472294;

项号	商品编号	商品名称及规格型号	数量及单位	单价/总价/币制	原产国(地区)	最终目的国(地区)	境内货源地	征免
1	6306220090	帐篷	264件	605.8800	中国	美国	(37099)泰安	照章征税
		3 0 庭院用帐篷 铁支架50%铝支架20%全涤帆布30%	43401.6千克	159952.32	(CHN)	(USA)		(1)
		Broyhill 95575100	264件	美元				

特殊关系确认: 否	价格影响确认: 否	支付特许权使用费确认: 否	公式定价确认:	暂定价格确认:	自报自缴: 否	水运中转:
报关人员	报关人员证号43000635	电话	兹申明对以上内容承担如实申报、依法纳税之法律责任	申报单位(盖章)	海关批注及签章	
申报单位 (91370983738196054N) 山东泰鹏智能家居股份有限公司						





Page 1 of 6

**PO #** 95575099

Date Created 08/16/2024  
 Version: 2  
 Buyer: INMAN, ANNE  
 Do Not Ship Before: 11/25/2024  
 Cancel if not Shipped by: 12/02/2024  
 Must be Routed by: 11/04/2024  
 Payment Terms: 1% Net 30 Days  
 Freight Terms: Collect  
 FOB: QINGDAO , CN

See attached Terms and Conditions for additional Big Lots requirements. A complete list of requirements can be found on the Big Lots website [www.biglots.com/corporate/vendors](http://www.biglots.com/corporate/vendors)

Should any item on this PO require a Safety Data Sheet (SDS), please submit it to [BigLotsmsds@chemtelinc.com](mailto:BigLotsmsds@chemtelinc.com) prior to the time of shipment in compliance with OSHA 29 CFR.1910.1200. If the product does not require a Safety Data Sheet (SDS), please disregard this request. Thank you for assisting Big Lots with our Environmental Health and Safety compliance program.

**SHIP TO**  
 MONTGOMERY DC - #0870  
 CSC DISTRIBUTION, LLC  
 2855 SELMA HWY  
 MONTGOMERY AL 36108-5035  
 Telephone: 334-286-6633 Fax: 334-286-7024

**BILL TO**  
 CSC DISTRIBUTION, LLC  
 4900 E. Dublin Granville Rd  
 Columbus, OH 43081-7651 US  
 Telephone: 614-278-6800 Fax: 614-278-6871

Purchase From Vendor: 5006181  
 SHANDONG TAIPENG INTELLIGENT HOUSEH  
 NINA GENG  
 GONGYE YI ROAD 136  
 271600 FEICHENG  
 CHINA  
 Contact: NINA GENG  
 Telephone: Fax  
 E-Mail: NINA.GENG@TAIPENGCHINA.COM

**ADDITIONAL COMMENTS**

Vendor Signature \_\_\_\_\_  
 Signee's Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 Date \_\_\_\_\_

Units	Retail	Vendor Cost	IMU
176	263,998.24	107,712.00	43.099

OFFICE-COPY



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**IMPORTANT Terms and Conditions**

PO#: 95575099

Page 2 of 6

These Purchase Order Terms and Conditions (these "Terms & Conditions") are an agreement between Buyer and Vendor consisting of these Terms & Conditions; all Purchase Orders; the terms contained on Buyer's Vendor Resource Website, including, without limitation, those in the Vendor Manual, and in Buyer's vendor portal; any Buyer addenda referencing the Purchase Order; and any attachments, instructions or requirements provided by Buyer to Vendor (all of the foregoing are incorporated herein by this reference and collectively referred to as the "PO Terms"). The PO Terms are binding with respect to all purchases of Goods by Buyer from Vendor.

**Definitions**

"Affiliate" means any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a party. "Control," including the terms "controlling," "controlled by" and "under common control with," for purposes of this definition, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, through membership, by contract or otherwise.

"Buyer" means Big Lots Stores, Inc. or its Affiliate, as named in the Ship To box on the applicable PO, or that is otherwise the purchaser of Goods from Vendor.

"Buyer's Vendor Resource Website" means the site located at [www.biglots.com/corporate/vendors](http://www.biglots.com/corporate/vendors).

"Goods" means the items of merchandise referenced in a PO, or that are otherwise the subject of the PO Terms, including all components, packaging, labeling, printed materials, designs, images, logos, copyrights, trademarks, service marks, trade names, trade dress, and visual and digital information or related to such merchandise.

"Purchase Order" or "PO" means any Buyer order or other purchasing agreement or document for the purchase of Goods from Vendor whether issued in hard or electronic copy, through electronic data interchange ("EDI"), or otherwise.

"Ship", "Shipped", "Shipping", or "Shipment" means transporting the Goods by Vendor into the hands of the ocean/freight carrier for delivery to Buyer.

"Vendor" means the entity or person that is named in the Purchased From box on the applicable PO, or that is otherwise the seller of Goods to Buyer.

"Vendor Manual" means the then-current Import Supplier Manual, and its related documents, the most current version of which can be obtained by visiting Buyer's Vendor Resource Website and clicking "Routing and Compliance," or by going directly to [www.biglots.com/corporate/vendors/routing-and-compliance](http://www.biglots.com/corporate/vendors/routing-and-compliance).

1. Purchase Order. Buyer's commitment to purchase Goods arises only upon Buyer's issuance of a PO to Vendor. Any forecasts, commitments, projections, representation about quantities to be purchased or other estimates provided to Vendor are for planning purposes only and shall not be binding on Buyer, and Buyer will not be liable for any amounts incurred by Vendor in reliance on such estimates. Unless Buyer agrees in writing in advance, regardless of industry standards, no variances with respect to quality, quantity, size, capacity, volume, content or other standard measure of Goods are allowed. Buyer and Vendor agree that any PO may be transmitted to Vendor by Electronic Data Interchange (EDI) and Vendor will be bound by all such POs and all such POs will be governed by these PO Terms which are automatically incorporated therein.

2. Shipping Goods to a DC. Vendor must comply with all processes and instructions contained in the Vendor Manual for routing and Shipping Goods to a Buyer distribution center or other non-store location designated by Buyer or listed in the PO (each a "DC"). A detailed packing slip must accompany each Shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the bill of lading ("BOL"), invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to Buyer upon receipt of the Goods at Buyer's DC or the location otherwise designated by Buyer in the PO.

3. Shipping Goods to a Buyer Store. Vendor must comply with all processes and instructions for shipping Goods to a Buyer store contained in the Vendor Manual. A detailed packing slip must accompany each shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the BOL, invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to the Buyer Affiliate operating the store to which the Goods are delivered.

4. Inspection of Goods. Goods are subject to Buyer's inspection, but Buyer is under no obligation to unpack or inspect the Goods before resale thereof. Buyer's inspection, testing, payment for or retention of Goods does not: (a) constitute acceptance of Goods not in compliance with the PO Terms; (b) affect Buyer's right to reject or return Goods; or (c) constitute a waiver by Buyer of any of Vendor's representations, warranties or covenants, or any of Buyer's rights or remedies, under the PO Terms, at law, in equity or otherwise.

5. Cancellation. Buyer may cancel a PO, in whole or in part, for its convenience, without liability, at any time prior to Shipment of Goods. In the event of Buyer's cancellation for convenience, Buyer's liability to Vendor will be limited to the unit price of Goods Shipped prior to such cancellation (as such Goods are otherwise in compliance with specifications and these Terms & Conditions). If Vendor fails to Ship Goods before the "cancel if not shipped by date" in the subject PO, that PO will be cancelled automatically on such date, unless otherwise directed by Buyer in writing, and Buyer will have no liability to Vendor in connection therewith including acceptance of back ordered Goods (and without waiver of any remedies in Section 6 of these Terms & Conditions that may accrue to Buyer). Buyer has the right to reject late Shipments at Vendor's expense and Buyer shall be subject to the remedies available hereunder.

6. Buyer Remedies. If: (a) Vendor fails to route, Ship or deliver as required by a PO; (b) Goods are not the same as the approved samples; (c) Goods are not as ordered and/or do not conform to the specifications in the PO; (d) Vendor does not Ship the Goods in the quantities specified in the PO; (e) Buyer deems that the Goods are damaged or defective; or (f) Vendor is otherwise in breach of the PO Terms, including without limitation any breach of the Vendor Manual, Buyer may, at any time, as to any or all Goods, without authorization from Vendor, and subject to the other terms hereof: (i) accept the Goods; (ii) cancel the subject PO for cause; (iii) reject the Goods; (iv) refuse to receive the Goods; (v) revoke prior to acceptance of the Goods; and/or (vi) in the case of early Shipment of Goods, reject and return the Goods to Vendor, with all Return Costs (defined below) to be borne by Vendor, to be held by Vendor, at Vendor's cost, for Buyer until the original date specified. In the event of any of the foregoing, Buyer will not be liable to Vendor for any amount, except to pay for any goods Buyer accepts based on the unit price of the Goods ordered, subject to the right to offset and withhold payment as provided in Section 9 of these Terms & Conditions. Buyer may also impose chargebacks as set out in the Vendor Manual. Any cancellation, rejection, refusal to receive or revocation of prior acceptance by Buyer with respect to any Goods will not serve as a cancellation or rejection of any future shipments of Goods, unless Buyer exercises its right to cancel future POs or shipments. Acceptance of any Goods is not a waiver of any of Buyer's rights or remedies under the PO Terms, at law, in equity, or otherwise.

7. Disposition of Rejected Goods. Unless Buyer and Vendor have signed an agreement to the contrary, with respect to Goods Buyer has rejected, refused or revoked acceptance of, Buyer, at its sole option, may return such Goods to Vendor and Vendor will be liable for all costs and expenses related to the return, including, without limitation, the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging and any other processing or handling costs and charges incurred or charged by Buyer; and lost profits ("Return Costs"). Unless Buyer and Vendor have signed an agreement to the contrary, if Buyer elects not to return the Goods because: (a) the return of Goods is precluded by applicable law or regulation; (b) the Goods contain a defect that could create substantial risk of injury to person or property; (c) Buyer has reasonable cause to believe Vendor intends to dispose of Goods in violation of Section 8 of these Terms & Conditions; or (d) Buyer, in its reasonable discretion, deems return of the Goods inadvisable, then Buyer may dispose of the Goods in a manner Buyer deems appropriate. In the event of such disposal, Vendor will be liable for all costs and expenses related to the disposal, including the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging, disposal and destruction, and any other processing or handling costs and charges incurred or charged by Buyer; and lost profit.

8. Vendor Disposal of Goods. Vendor agrees that it will, at its sole expense, remove, or otherwise make permanently illegible, all of Buyer's and its Affiliates' names, trademarks, trade names, logos, service marks, and other identifying information from all Goods returned by Buyer. In addition, Vendor agrees that it will not use, resell or otherwise transfer to any third-party Goods returned by Buyer without the express prior written consent given by an officer of Buyer. If any Goods incorporate Buyer's trademarks or if any Goods are proprietary or incorporate designs exclusive to Buyer, Vendor must provide to Buyer a reasonable opportunity to inspect such products before disposal or resale and follow all such instructions of Buyer regarding modifications to or destruction of such Goods. Vendor agrees to abide by all of Buyer's guidelines relating to the proper disposal of rejected goods and the issuance of appropriate certificates of destruction, as applicable.

9. Payment & Taxes. Vendor may not charge Buyer, and Buyer will have no obligation to pay, prices for Goods higher than those specified in the applicable PO. Prices in the applicable PO are complete and include, without limitation, shipping, packaging, labeling, custom duties, storage, insurance, boxing and crating. No additional charges of any type may be added without Buyer's prior express written consent. Buyer may deduct from any payments to Vendor any amounts owed by Vendor to Buyer under the PO Terms, including, without limitation, amounts due in connection with Vendor's indemnification obligations, any damages for breach to which Buyer is entitled, and any charges or penalties for non-compliance with Buyer's requirements. In addition, following Buyer's receipt of any demand, claim or action that may give rise to Buyer's right to receive Indemnification from Vendor, Buyer may withhold full or partial payment, in Buyer's sole discretion, to Vendor until such demand, claim or action is fully and finally resolved. Buyer will have no obligation to compensate Vendor for or return to Vendor any goods Shipped to Buyer in excess of or different from those Goods referenced in the applicable PO, and Buyer will take title to any such goods in the same manner in which it takes





OFFICE-COPY

**IMPORTANT Terms and Conditions**

PO#: 95575099

Page 3 of 6

title to those Goods referenced in the applicable PO. The per unit price of the Goods ordered under the applicable PO will be automatically reduced to account for all such excess or different Goods received by Buyer. A BOL in duplicate must accompany all Vendor invoices. A forwarding cargo receipt ("FCR"), packing list and certificate of product liability insurance must accompany Vendor's invoice and the PO number must appear on the FCR. Payments may be made by Buyer or a Buyer Affiliate on Buyer's behalf and will be paid in accordance with the Vendor Manual. Vendor and Buyer will have the right to verify the accuracy of amounts invoiced and paid for Goods within 180 days after Buyer's receipt of such Goods; provided that timeframes for instituting compliance disputes will be as set forth in the Vendor Manual ("Review Period"). After the Review Period, any payments made for the subject Goods will and will be deemed to conclusively reflect the actual amount owed to Vendor for such Goods, and neither Vendor nor Buyer will have the right to seek further payment or adjustment with respect to such Goods. Each party shall remain responsible (and hold the other party harmless) for its taxes, collection and reporting obligations resulting from the transactions covered by the PO Terms. For purposes of clarity, but without limiting the foregoing, Vendor acknowledges that it may have business activity, business privilege, commercial activity, gross receipts, income tax, license and reporting obligations where the receipt of revenue, or the benefit thereof, may be assigned, sourced, apportioned or allocated under applicable tax law. As a prerequisite to payment and as further described in the Vendor Manual, Vendor must provide Buyer and/or Buyer's designated freight forwarder with the following documentation in connection with this PO: commercial invoice showing manufacturer's name, address, telephone number; commercial packing list indicating weights and measurements in kgs and cbm's; FCR; a certificate of product liability insurance naming "Big Lots, Inc. and all subsidiaries and affiliates" as additional insured; Buyer-approved import product data sheet; product testing certificate (s) from a Buyer-approved testing laboratory; factory inspection certificate from a Buyer-approved inspector; commercial bill-of-lading and pre-pricing sticker approval sheet. Additional documentation may be required prior to shipping and/or invoice payment based on Goods ordered.

10. Records, Audit and Certification. Vendor will keep complete and accurate books, records and documents relating to the subject matter of POs and Vendor's fulfillment of POs, including, without limitation those: (a) evidencing and detailing amounts charged; (b) regarding the Goods' origin, manufacture location, content, testing, and inspection; (c) regarding order receipt, fulfillment and Shipment of Goods; and (d) otherwise required by applicable law to be maintained ("Records"). Vendor will make the Records available to Buyer, either remotely or at Vendor's offices, at all reasonable times upon at least three (3) calendar days' prior written notice, for inspection, audit or reproduction by Buyer or its representative. Vendor will promptly pay Buyer for any overcharges made by Vendor that are disclosed by such audit. In addition, Buyer, itself or through its representative, has the right to inspect Vendor's, and Vendor's contractors' facilities, warehouses and manufacturing plants at all reasonable times upon at least three (3) calendar days' prior written notice. Vendor agrees, at Vendor's cost, to subscribe to and be a part of Buyer's risk management process as part of onboarding process with Buyer and agrees to comply with the requirements thereof. Vendor agrees to comply with all of Buyer's vendor ongoing compliance program(s) operated by Buyer (or an agent of Buyer) and Vendor will promptly provide such information as reasonably required from time to time in accordance with such programs. Vendor acknowledges that if it fails Buyer's compliance program requirements, it will be deemed a breach of these Terms & Conditions and Buyer may terminate any or all POs with Vendor without liability.

11. Recalls. A "Recall" is any recall of, or corrective action involving, Goods that is: (a) required by the United States Consumer Product Safety Commission ("CPSC") or other relevant governmental agency, applicable law, or in Buyer's commercially reasonable judgment; (b) agreed upon between Buyer and Vendor; (c) instituted voluntarily by Vendor; or (d) instituted by Buyer because Buyer has reason to believe the subject Goods are (i) defective, dangerous, or incomplete; (ii) infringe upon Buyer's or a third party's intellectual property rights; or (iii) are not in compliance with applicable laws or regulations. In the event of a Recall, Buyer reserves the right to, at Buyer's option: (w) use reasonable means to remove the Goods that are subject to a Recall ("Recalled Goods") from sale; (x) correct the condition necessitating the Recall through relabeling, repackaging or other corrective action as Buyer deems appropriate; (y) return the Recalled Goods to Vendor; or (z) dispose of the Recalled Goods in a manner Buyer deems appropriate. Vendor will be liable for all costs and expenses arising from or related to such Recall, including, without limitation Return Costs, Disposal Costs, Buyer's own and third-party labor costs, lost profits and other costs and expenses incurred in taking the actions stated in Sections 11(w), (x), (y) and/or (z) above. When effectuating a Recall, Buyer reserves the right to, at Buyer's option, include in the Recall all Goods bearing the SKU or UPC of the Recalled Goods, regardless of date code, lot code or expiration date. Vendor will provide Buyer with no less than 24-hours written notice prior to the public announcement of any Recall or safety-related issues in connection with the Goods to the extent permitted by applicable law. Such notification shall include, without limitation, all of Vendor's item numbers affected by the Recall or safety related issue, expected inventory levels affected, and a detailed description of the nature of the public announcement.

The PO Terms will continue to apply to Recalled Goods. Upon Buyer's request, Vendor will, at its cost, change the SKU or UPC on all existing, non-impacted Goods bearing the same SKU or UPC as the Recalled Goods if the Recalled Goods bear any Buyer or Buyer Affiliate brand or private label and Vendor acknowledges that such SKU or UPC

changes may require Vendor, at its cost, to relabel or repack such non-Recalled Goods.

12. Confidentiality. Subject to the provisions of any confidentiality, non-disclosure or similar agreement executed by Buyer and Vendor, which agreement will control over the terms of this Section 12 and is incorporated herein by this reference, Vendor may not disclose to a third party or take or use for its own purposes or the purposes of others, any of Buyer's trade secrets, proprietary information, data or materials, or any other information Buyer reasonably considers to be confidential ("Buyer's Confidential Information"). "Buyer's Confidential Information" includes, without limitation, the PO Terms and the price paid for Goods. Vendor may disclose Buyer's Confidential Information: (a) to its contractors only to the extent necessary to enable Vendor to perform its obligations under the PO Terms only if such contractors are bound by confidentiality obligations sufficient to protect Buyer's Confidential Information in accordance with the terms of this Section 12; and (b) to the extent required by court order, subpoena or applicable law with, if permitted by applicable law, prior notice to Buyer.

13. Warranties. Vendor warrants that: (a) all Goods, and the design, production, manufacture, importation, distribution, transportation, labeling, packaging, pricing and sale of all Goods, and all representations, warranties and advertising made by Vendor, or authorized by Vendor to be made, in connection with Goods, shall be in accordance with, comply with, and where required, be registered under, all applicable laws, rules, regulations, standards, codes, orders, directives, judicial and administrative decisions, and ordinances, whether now in force or hereinafter enacted, of the country of origin, the country of transit, the United States of America ("USA"), and each state or subdivision thereof, and any agency or entity of the foregoing, including, without limitation, the Consumer Product Safety Improvement Act of 2008, as amended, the California Safe Drinking Water and Toxic Enforcement Act of 1986 ("Proposition 65") and other substantially similar federal, state or local laws, as amended, those related to environmental protection, labor, health, consumer product safety, agriculture, food and drug, and the regulations promulgated under such laws ("Laws") and that Vendor complies, and will comply at all times, with all other applicable laws in the operation of Vendor's business; (b) none of the articles of food Shipped or sold by Vendor are or will be adulterated, misbranded or improperly labeled within the meaning of the Federal Food, Drug and Cosmetic Act of June 25, 1938, as amended, the Nutrition Labeling and Education Act of 1991, as amended, and the Food Safety Modernization Act, as amended; (c) all processes used or engaged in with respect to processing, manufacturing, packaging, labeling, storing and Shipping Goods comply with all Laws; (d) it has full and clear title, free of all liens and encumbrances whatsoever to the Goods and that the Goods are hereby sold and can be resold, advertised, and used: (i) In full compliance with all contracts, laws, rules and regulations, including those governing the use of trade names, trademarks, trade dress, trade secrets, copyright and patents; and (ii) in a manner that assures the safety of the representatives, patrons, and customers of Buyer and consumers of the Good; (e) the Goods are in new, good and saleable condition; and (f) the Goods are manufactured in the country of origin stated on the commercial documents required for customs entry. Vendor will regularly have independent tests performed on all Goods prior to Shipping to ensure compliance with the PO Terms, including, without limitation, the provisions of this Section 13. Vendor will provide Big Lots with copies of: (y) any and all test reports, Safety Data Sheet (SDS) information, Proposition 65 product information, ingredient information, and any information Big Lots' deems necessary to comply, or support its compliance with, any Laws; and (z) upon Big Lots' request, signed copies of any and all license agreements relating to the Goods. Vendor acknowledges and agrees that it will be a breach of warranty if any Goods are in violation of any Laws at any time, including after the sale of such Goods by Vendor to Buyer. The parties agree that no personal identifiable information, as defined under California Consumer Privacy Act, 2018, as updated from time to time ("PII") will be shared or provided under this PO Terms. In the event Vendor receives any PII, Vendor shall forthwith notify Buyer of the same and use best efforts to remove such PII and comply with applicable privacy laws. In the event Goods fail to comply with the warranties set forth in the PO Terms at any time, Vendor agrees that it will immediately notify Buyer and take all measures to identify the Goods that are or may be affected. The PO Terms are not intended to and will not negate or replace any of, but will supplement, the warranties, express or implied, provided by the Uniform Commercial Code, at law, or in equity.

14. Anti-corruption. Vendor shall comply with all applicable laws. Vendor specifically acknowledges and agrees that Vendor's performance of the PO Terms is subject to the United States Foreign Corrupt Practices Act and other applicable anti-bribery and anti-corruption laws of the United States and other countries where the Vendor operates (collectively, "Anti-corruption Laws"). Vendor warrants and agrees that Vendor, its employees, agents, and anyone acting on Vendor's behalf will not violate any Anticorruption Laws for the benefit of or on behalf of Buyer or Vendor. Further, Vendor warrants and agrees that Vendor and anyone acting on Vendor's behalf will not, directly or indirectly, offer, promise, make, give, or authorize the payment of any money or transfer of anything else of value to: (a) an officer, employee, agent or representative of any national, state, regional, or local government, including any department, agency or instrumentality of any government or any government-owned or government-controlled entity, or public international organization, or any person acting in an official capacity on behalf thereof, or any political party, political party official, or candidate for political office (each a "Government or Political Official"); (b) a close associate or relative of any Government or Political Official; or (c) any other person or entity while knowing or having reason to believe that some or all of the payment or thing of value will be offered, given or promised, directly or indirectly, to any Government or Political Official, for the purpose of: (i) improperly influencing an act or decision of such Government or Political Official, including expediting or



OFFICE-COPY

**IMPORTANT Terms and Conditions**

PO#: 95575099

Page 4 of 8

securing the performance of a routine government action; (ii) obtaining, retaining or directing any business; or (iii) securing an improper business advantage. Vendor will provide Buyer such information and further written certifications as Buyer may request from time-to-time to assist Buyer's efforts to assure compliance with Anti-corruption Laws. Vendor specifically agrees to comply at all times with (a) all applicable laws prohibiting child labor, prison labor, indentured labor or bonded labor, (b) all applicable laws pertaining to safe and healthy workplaces and working conditions, (c) all applicable laws pertaining to minimum wage, maximum work periods, and the payment of overtime, and (f) all environmental laws applicable to the Goods.

15. Indemnification. Vendor shall indemnify, defend (at Buyer's sole option) and hold harmless Buyer, its Affiliates, and their respective officers, directors, contractors, employees and agents, from and against any and all liabilities, obligations, penalties, fines, judgments, settlements, damages, losses, deficiencies, interest, fees, costs, expenses, incidents, demands, claims and/or suits, whether actual or alleged, including, without limitation, attorneys' fees, court costs, and expert witness fees, including those fees, costs and expenses incurred in enforcing Buyer's rights under the PO Terms, whether in connection with a breach of the PO Terms or otherwise ("Losses"), arising from or related to: (a) the acts or omissions of Vendor, its Affiliates or contractors, or their respective contractors, employees, or agents; (b) Recall of the Goods; (c) personal injury or property damage resulting from any actions or inactions of Vendor, or from the manufacture, storage, movement, use or consumption of the Goods; (d) breach of Vendor's warranties or a term of the PO Terms; (e) infringement of a third party's intellectual property or proprietary rights, including, but not limited to, trade names, trademarks, trade dress, trade secrets, patents and copyrights, in connection with the use, manufacture, distribution, description, advertising, marketing sale or offer for sale of the Goods; and (f) an employment related claim brought by an employee, agent or contractor of Vendor, its Affiliates, or a Vendor contractor.

16. Insurance. Vendor will, at its own expense, procure and maintain, at a minimum, the types and amounts of insurance coverage described in the Big Lots Certificate of Insurance and Indemnification Policy, the most current version of which can be obtained by visiting Buyer's Vendor Resource Website and clicking "Routing and Compliance," or by going directly to [www.biglots.com/corporate/vendors/routing-and-compliance](http://www.biglots.com/corporate/vendors/routing-and-compliance). The insurance companies issuing the policies must: (a) have Standard & Poor's rating of BBB or better or A.M. Best's rating of A-VII or better; and (b) be licensed to operate in the country from where the subject Good is sold and invoiced to Buyer, and have an extensive North American presence. Prior to the first PO being issued, annually thereafter (within sixty (60) days after policy renewal), and at any other time upon Buyer's request, Vendor will provide Buyer with certificates of insurance ("COI") signed by an authorized representative of the insurance carrier evidencing the required insurance coverages (unless lower coverage limits are agreed upon in writing by an officer of Buyer). In addition, upon Buyer's request, Vendor will provide Buyer with copies of the actual endorsements and/or policies. With the exception of workers' compensation, the COI must show a broad form vendor's endorsement or name "Big Lots, Inc. and all of its direct and indirect subsidiaries and affiliates" as an additional insured. The policies must: (i) respond as primary coverage and non-contributory to any other insurance policy available to Buyer; (ii) not contain any exclusion, limitation or endorsement that restricts or limits applicable liability coverage; (iii) provide for the investigation, defense, and satisfaction (by settlement or otherwise), at no cost to Buyer, of any Losses incurred by Buyer; and (iv) provide that the insurance companies issuing the policies will notify Buyer at least thirty (30) days prior to any policy cancellation or modification. Vendor will bear its own insurance and insurance-related expenses and Vendor's liability will not be limited to its insurance coverage.

17. Cumulative Remedies. Each of Buyer's rights and remedies under the PO Terms is cumulative and in addition to any other rights and remedies provided at law, in equity, elsewhere in the PO Terms, or otherwise, including, without limitation, the Uniform Commercial Code.

18. Force Majeure. Buyer may delay delivery or acceptance of any or all Goods, or cancel any PO in the event that such delay or cancellation is due to causes beyond Buyer's reasonable control. In such case, Buyer will not be liable to Vendor for any amount except to pay for the unit cost of Goods that are fully delivered and accepted by Buyer, subject to Buyer's right to offset and withhold payment as provided in Section 9 of these Terms & Conditions.

19. Use of Goods; Content & Marks. Vendor is not permitted to use Buyer's, or Buyer's Affiliates', names, trademarks, trade names, logos or service marks in any marketing, advertising or publicity without the prior written consent of Buyer's Chief Executive Officer, Chief Financial Officer, or General Counsel, which consent may be given or withheld in Buyer's sole and absolute discretion. Vendor hereby grants to Buyer the royalty-free, sublicensable, worldwide right to use the Goods and Vendor Content in or related to Buyer's retail

operations, both brick and mortar and eCommerce. "Vendor Content" means text, graphics, names, marks, images, audio or digital files, audio-visual content and all other data, information, marketing and promotional materials and content in any medium, and all copyrights, logos, trademarks, service marks, trade names, and other intellectual property rights therein or related to the Goods.

20. Assignment & Subcontracting. Vendor will not assign the PO Terms in whole or in part (by assigning any right or delegating any duty under the PO Terms), voluntarily or involuntarily, by operation of law, or in any other manner,

without the prior written consent of an officer of Buyer. Any purported assignment or delegation made without this consent is void. Buyer may assign the PO Terms in whole or in part (by assigning any right or delegating any duty under the PO Terms) to an Affiliate or to any other party in Buyer's sole discretion. In the event Buyer assigns the entire PO Terms to another party, Buyer will have no further obligation to Vendor under the PO Terms and Vendor hereby consents that Buyer's assignment will constitute a novation. Buyer's payment to Vendor constitutes payment for Goods, services, equipment or other deliverables provided by any subcontractor of Vendor or Vendor's agents or representatives. Vendor remains fully responsible and liable to Buyer for the acts and omissions of its subcontractors and performance of all Vendor's duties and obligations under the PO Terms.

21. Governing Law; Venue; Jury Waiver; and Arbitration. The laws of the State of Ohio, without application of conflicts of law principles, govern the PO Terms and all matters arising out of or related to the PO Terms. Each party hereby irrevocably agrees that any disagreement, dispute, action, controversy or claim with respect to: (a) the validity of the PO Terms; (b) breach of the PO Terms; or (c) otherwise arising out of, or in relation to the PO Terms, a PO, or any agreement in which either is incorporated ("Dispute"), will be brought in the state or federal courts located in Franklin County, Ohio, and hereby expressly submits to the personal jurisdiction and venue of such courts for purposes thereof and expressly waives all claims of improper venue and all claims that such courts are an inconvenient forum. The parties hereby agree to waive a trial by jury with respect to Disputes. Any Dispute may, in Buyer's sole and absolute discretion, be settled by binding arbitration by an arbitration service of Buyer's choice, in accordance with the laws of the state of Ohio governing voluntary arbitrations. The location of such arbitration will be in Columbus, Ohio. Discovery will be permitted as provided by applicable state law or as the parties may otherwise mutually agree. The parties may also mutually elect to seek mediation as an alternative precursor to arbitration. If the PO Terms govern an international transaction, the applicable state law regarding the arbitration of international disputes will apply. The arbitrator will agree to conduct proceedings under the laws relating to arbitration cited above, or such other rules to which the parties mutually agree. The United Nations Convention on Contracts for the International Sale of Goods shall have no application to this Agreement or actions hereunder or contemplated hereby.

22. Severability. Provisions of the PO Terms will be interpreted to be valid and enforceable under applicable law; provided, however, that if any provision is held invalid or unenforceable, such provision will not invalidate the PO Terms. The PO Terms' remaining provisions will stay in effect and be enforced to the fullest extent permitted by law.

23. Entire Agreement. The PO Terms constitute the entire agreement between the parties and supersede all previous agreements, written or oral, between the parties with respect to the subject matter hereof. The PO Terms may not be modified by course of dealing, course of performance, or any oral communication between Buyer and Vendor. The PO Terms may only be modified by, and a waiver will be effective only if set forth in, a written instrument that references the PO Terms, expressly describes the terms herein to be modified, and is signed by a representative of Vendor and an officer of Buyer. Without limiting the generality of the foregoing, no term or condition of any document issued by Vendor, including, without limitation, invoices, sales acknowledgments, or other similar documents, will constitute a modification of or addition to the PO Terms and will have no force or effect and are hereby rejected. The Vendor Guide as in effect from time to time is made a part hereof and is expressly incorporated herein. In the event of any conflict between the any terms and conditions or any other document of Vendor, Vendor Guide and these PO Terms, the PO Terms is binding to the extent of such conflicts. Vendor will comply with (a) applicable industry standards with respect to privacy and data security relating Buyer's Confidential Information and (b) applicable privacy and security laws ("Privacy Policy"). Any updates to the Vendor Guide or the Privacy Policy immediately take effect and are binding on the parties.

24. No Third-Party Beneficiaries. Certain sections of the PO Terms are for the benefit of Buyer's Affiliates. As a result, any of Buyer's Affiliates may enforce the PO Terms. Except for Buyer's Affiliates, the PO Terms do not create any enforceable rights by anyone other than Buyer and Vendor.

25. LIMITATION OF LIABILITY. EXCEPT IN THE CASE OF GROSS NEGLIGENCE AND/OR WILLFUL MISCONDUCT, BUYER WILL NOT BE LIABLE TO VENDOR OR ITS AFFILIATES FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, BUSINESS INTERRUPTION, AND ANY LOSS OF USE, REVENUE, GOODWILL, OPPORTUNITY OR DATA, IN CONNECTION WITH THE PO TERMS, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OF ANY KIND, AND REGARDLESS OF WHETHER BUYER WAS ADVISED, HAD REASON TO KNOW, OR IN FACT KNEW, OF THE POSSIBILITY OF LIABILITY.

26. Acceptance of PO Terms. Vendor agrees to and accepts all of the terms and conditions in the PO Terms by doing any of the following: (a) acknowledging or accepting a PO; (b) acknowledging or agreeing to the PO Terms through Buyer's EDI process, by click-through, click to accept, or otherwise; (c) signing these Terms & Conditions; (d) Shipping any portion of the Goods referenced in a PO or otherwise fulfilling any portion of its obligations under a PO; or (e) accepting any complete or partial payment for the Goods, transportation of the Goods, or otherwise in connection with a PO or the Goods, or by any other means of acceptance recognized at law or in equity.



OFFICE-COPY

## IMPORTANT Terms and Conditions

PO#: 95575099

Page 5 of 6

AS AN INDUCEMENT FOR BUYER TO ENTER INTO A PO, VENDOR WARRANTS THAT IT HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE PO TERMS, INCLUDING THE VENDOR GUIDE, WITHOUT MODIFICATION. EACH PO IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, VENDOR'S ACCEPTANCE OF THE PO TERMS AND BUYER OBJECTS TO AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS.

27. Import/Export Laws. Vendor shall be responsible for timely obtaining and maintaining any required export license, permit or approval and pay all required fees, assessments, duties, charges, taxes, tariffs, levies or other charges necessary to lawfully export the Goods from Vendor's country. Vendor shall ensure that the Goods are properly marked and accompanied by such true, complete, and correct invoices, packing lists, certifications, declarations and other documentation necessary for their proper classification and importation into the United States and clearance through United States customs.

Page 6 of 6

[illegible]

**SHANDONG TAIPENG INTELLIGENT  
HOUSEHOLD**

Seller reference

**PRODUCTS CO., LTD**

136 GONGYEYI ROAD, FEICHENG, SHANDONG, 271600, CHINA

**INVOICE**

Invoice No.: YT24-391

Invoice Date.: November 30, 2024

Sold To: CSC DISTRIBUTION, LLC  
2855 SELMA HIGHWAY  
MONTGOMERY, AL 36108  
USADelivery To: 2855 SELMA HIGHWAY  
MONTGOMERY, AL 36108  
USA

Shipment Terms: FOB QINGDAO

Payment Term / OAT #(Open Account Transaction):

Country of Origin: CHINA

L/C Number: TT

Vessel / Voyage: OOCL BAUHINIA / 001E

Port of Loading: QINGDAO

Ship on or about: December 02, 2024

Port of Entry: LONG BEACH, CA

Destination: LONG BEACH, CA

Container Number (Factory Load) : FCIU9679166, TGBU8612055

Cargo Description	Quantity (Unit)	Unit Price (USD)	Total Amount (USD)
P/O No.: 95575099	176 EA	612.000/EA	107,712.000
SKU No.: 810775523	176 CTNS		
COMBO RUSHFORD 10X12FT METAL LOUVERED ROOF PERGOLA	No. of Pallet:		
HTS Code.: 7308909590			
<b>Manufacturer Name &amp; Address</b> SHANDONG TAIPENG INTELLIGENT HOUSEHOLD PRODUCTS CO., LTD. HIGH-NEW TECH DEVELOPMENT FEICHENG SD 271600 CHINA FEICHENG, SHANDONG 271600, CHINA			
<b>Total:</b>	<b>(176 CTNS)</b>	<b>176</b>	<b>107,712.000</b>
<b>TOTAL (USD) DOLLARS : ONE HUNDRED SEVEN THOUSAND SEVEN HUNDRED TWELVE ONLY.</b>			

**Consolidator(Full Name & Address)**SHANDONG TAIPENG INTELLIGENT HOUSEHOLD PRODUCTS  
CO., LTD.  
HIGH-NEW TECH DEVELOPMENT FEICHENG SD 271600 CHINA  
FEICHENG , SHANDONG  
271600 CHINA

Container No./Seal/Size:

FCIU9679166/OOLJVVW8999/40H  
TGBU8612055/OOLJVZ2525/40H**Container Stuffing Location(Full Name & Address )**SHANDONG TAIPENG INTELLIGENT HOUSEHOLD PRODUCTS  
CO., LTD.  
HIGH-NEW TECH DEVELOPMENT FEICHENG SD 271600 CHINA  
FEICHENG , SHANDONG  
271600 CHINA

Container No./Seal/Size:

FCIU9679166/OOLJVVW8999/40H  
TGBU8612055/OOLJVZ2525/40H

We certify that there is no wood packing material in the shipment.

**Carton Marks And Number**

PO#:

SKU#:

DEPT#:

COUNTRY OF ORIGIN:CHINA

SHANDONG TAIPENG INTELLIGENT  
HOUSEHOLD PRODUCTS CO., LTD.

SHI FENG /PRESIDENT

**SHANDONG TAIPENG INTELLIGENT  
HOUSEHOLD**

Seller reference

**PRODUCTS CO., LTD**

136 GONGYEYI ROAD, FEICHENG, SHANDONG, 271600, CHINA

**PACKING LIST****Invoice No.:** YT24-391**Invoice Date.:** November 30, 2024**Sold To:** CSC DISTRIBUTION, LLC  
2855 SELMA HIGHWAY  
MONTGOMERY, AL 36108  
USA**Delivery To:** 2855 SELMA HIGHWAY  
MONTGOMERY, AL 36108  
USA**Shipment Terms:** FOB QINGDAO**Payment Term / OAT #(Open Account Transaction):****Country of Origin:** CHINA**L/C Number:** TT**Vessel / Voyage:** OOCL BAUHINIA / 001E**Port of Loading:** QINGDAO**Ship on or about:** December 02, 2024**Port of Entry:** LONG BEACH, CA**Destination:** LONG BEACH, CA**Container Number (Factory Load) :** FCIU9679166, TGBU8612055

Cargo Description	Quantity (Unit)	Net Weight (KGS)	Gross Weight (KGS)	CBM
P/O No.: 95575099	176 EA	28,934.40	31,561.60	130.760
SKU No.: 810775523	176 CTNS			
COMBO RUSHFORD 10X12FT METAL LOUVERED ROOF PERGOLA	No. of Pallet:			
HTS Code.: 7308909590				
<b>Total:</b>	<b>(176 CTNS)</b>	<b>176</b>	<b>28,934.40</b>	<b>31,561.60</b>
			<b>130.760</b>	

**Consolidator(Full Name & Address)**SHANDONG TAIPENG INTELLIGENT HOUSEHOLD PRODUCTS  
CO., LTD.HIGH-NEW TECH DEVELOPMENT FEICHENG SD 271600 CHINA  
FEICHENG, SHANDONG  
271600 CHINA

Container No./Seal/Size:

FCIU9679166/OOLJVVW8999/40H

TGBU8612055/OOLJVZ2525/40H

**Container Stuffing Location(Full Name & Address )**SHANDONG TAIPENG INTELLIGENT HOUSEHOLD PRODUCTS  
CO., LTD.HIGH-NEW TECH DEVELOPMENT FEICHENG SD 271600 CHINA  
FEICHENG, SHANDONG  
271600 CHINA

Container No./Seal/Size:

FCIU9679166/OOLJVVW8999/40H

TGBU8612055/OOLJVZ2525/40H

We certify that there is no wood packing material in the shipment.

**Carton Marks And Number**

PO#:

SKU#:

DEPT#:

COUNTRY OF ORIGIN:CHINA

SHANDONG TAIPENG INTELLIGENT  
HOUSEHOLD PRODUCTS CO., LTD.


SHI FENG /PRESIDENT

## 设备交接单

提单号: 00LU2751600950

箱 号: FCIU9679166

铅封号: 00LJYW8999

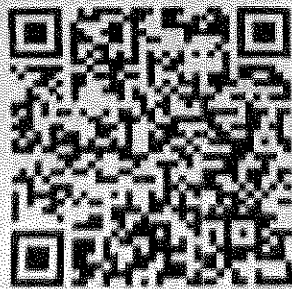
电 话:

装货工/签章



凉棚  
88.  
15780.8  
15.38

请装货司机使用微信绑定的  
手机号, 扫描二维码填写货  
名及件重尺







# 设备交接单

提单号: 00LU2751600950

箱号: TGBU8612055

铅封号: 00LJVZ2525

电话:

凉棚

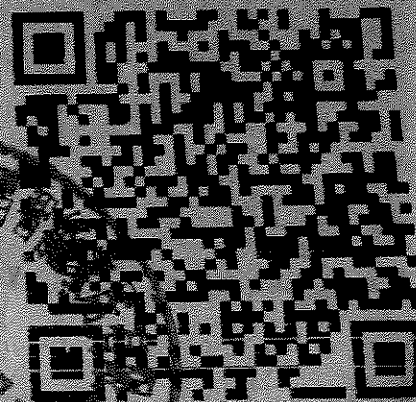
88.

装货工厂签章

1580.8

6538.

请装货司机使用微信绑定的  
手机号, 扫描二维码填写货  
名及件重量



40	0.395	39.57
40	0.233	25.51
80		65.38

810775523	86
INER NO:	TGBU86



**SHANDONG TAIPENG INTELLIGENT HOUSEHOLD PRODUCTS CO., LTD**

ADDRESS:NO.136 OF INDUSTRY 1 ROAD FEICHENG CITY SHANDONG PROVINCE 271600 CHINA

**COMMERCIAL INVOICE****TO:**

CSC DISTRIBUTION, LLC

INVOICE NO: **YT24-391**

2855 SELMA HIGHWAY, MONTGOMERY, AL 36108, USA

Date: **25/Nov/2024**

Purchase Order Number

95575099

	DESCRIPTION	QTY	UNIT PRICE	AMOUNT
Art. No.	Product	FOB QINGDAO PORT IN CHINA		
	COMBO RUSHFORD 10x12FT METAL LOUVERED ROOF PERGOLA			
95575099		176	612	107712
			Discount	1077.12
		176		\$106,634.88

**AMOUNT**SHANDONG TAIPENG INTELLIGENT  
HOUSEHOLD PRODUCTS CO., LTD.**SHI FENG /PRESIDENT**



**SHANDONG TAIPENG INTELLIGENT HOUSEHOLD PRODUCTS CO., LTD**

ADDRESS:NO.136 OF INDUSTRY 1 ROAD FEICHENG CITY SHANDONG PROVINCE 271600 CHINA

**PACKING LIST**

TO:

CSC DISTRIBUTION, LLC

2855 SELMA HIGHWAY, MONTGOMERY, AL 36108, USA

INVOICE NO: YT24-391

Date: 25/Nov/2024

Purchase Order Number

95575099

B/L NO:

00LU2751600950

PO. NO.	QTY SETS	CTNS	净重/ 箱	TTL N.W	毛重/箱	TTL G.W	体积/箱	MEAS.
		CTNS		( Kgs )		( Kgs )		( CBM )
95575099	COMBO RUSHFORD 10x12FT METAL LOUVERED ROOF PERGOLA							
810775523	88	88	85.2	7497.60	92.30	8198.40	0.396	39.87
		88	79.2	6969.60	85.30	7582.40	0.233	25.51
		88		14467.20		15780.80		65.38
1.CONTAINER NO:FCIU9679166 SEAL NO:OOLIVW8999								
810775523	88	88	85.2	7497.60	92.30	8198.40	0.396	39.87
		88	79.2	6969.60	85.30	7582.40	0.233	25.51
		88		14467.20		15780.80		65.38
2.CONTAINER NO: TGBU8612055 SEAL NO: OOLIVZ2525								
<b>TOTAL:</b>		<b>176</b>		<b>28934.40</b>		<b>31561.60</b>		<b>130.76</b>

SHANDONG TAIPENG INTELLIGENT  
HOUSEHOLD PRODUCTS CO., LTD

SMT PENG /PRESIDENT



托盘 一个柜子8拖, 1托11套  
托盘尺寸

2.96\*1.07\*2.395

177.6

1972.6

15780.8



日邮物流(中国)有限公司青岛分公司

Yusen Logistics(China) Co., Ltd. Qingdao branch

地址: 山东青岛即墨市田安三路224号 国际物流中心2408  
电话: 0532-66129752  
邮箱: Joke.chi@cn.yusen-logistics.com

## 订舱确认 (Booking Confirmation)

BIG LOTS STORES

收件单位: SHANDONG TAIPENG INTELLIGENT

截关日期: 2024/11/30 0:00:00

截单日期: 2024/11/28 17:00:00

关单号: 00LU2751600950

船名航次: CMA CGM BIG SUR/OMEJNW

承运人: 东方海外货柜航运有限公司

运输条款: CY-CY

ETD 2024/12/02

箱型箱量: 2\*40HC

(冷代干: 否)

起运港: QINGDAO

卸货港: LOS ANGELES

交货地: LOS ANGELES

船代: 青岛联合国际船舶代理有限公司

场站信息: 东港场站

<https://www.qingdao-port.net/hycx1/index.html?201911081#/wizz/crtxcz>

## 注意事项:

01. 从2003年2月1日开始, 美国已正式实行AMS, 请提醒所有工厂, 在我司入货通知截单时间之前提交e-CLP及所有准确信息。晚于截单时间导致的责任风险及费用由贵司承担。晚于我司截单时间提出更改提单任何内容, 都将产生改单费。从2011年1月1日开始, 欧盟已正式实行ENS, 请提醒所有工厂, 在我司入货通知截单时间之前提交e-CLP及所有准确信息。晚于截单时间导致的责任风险及费用由贵司承担。晚于我司截单时间提出更改提单任何内容, 都将产生改单费。

02. 收到SO后, 请核对数据, 柜型、柜量、目的港等信息, 如有错漏, 请及时告知, 否则产生多余费用, 请自行吸收。

03. 车队背箱前请联系场站核实放箱情况, 若未核实产生额外费用我司概不负责。请务必在提箱前核实最新免费箱使用期。

04. 请于截单日期前, 在系统提交e-Load Plan和VGM。\*\*\*我司是一性补料, 如第一次提交后需再次修改, 我司将会收取改单费\*\*\* \*\*如不能及时提交SI, 请

提前申请。如未申请并晚于SI截止时间, 将产生额外费用\*\*\*

05. 如有任何分票请于截单前通知我司, 并提供分票分箱明细, 否则默认一票报关。分箱明细请于截单及截港前邮件发至我司, 以免产生改单费用

06. 如委托我司报关, 请于截单前与操作联系, 以便取得链接上传出口报关单据。

07. 请务必提前与我司核实预配舱单品名, 船公司要求须与提单品名保持完全一致。

08. 目的港清关文件请在客人规定的日期内提交, 否则发运人需承担客人规定的罚款。

09. 如为内点装箱, 请提前告知, 并邮件提供准确件重尺, 以便封箱截单。若无通知, 默认为背箱操作。

10. 入货通知所标注截港时间为船公司预计时间, 请以码头实时更新的实际计划为准。

11. 如需我司收费标准, 请出货前咨询。一旦货物出运我司将默认贵司接受我司收费标准。

YT24-391 BIGLOTS  
PO:95575099

00CL需要车队凭集装箱提取检查代码自行申请EIR放箱并注意用箱时间。

\*如果是单件过吨的务必记得及时提供保函和照片, 以便发船司审核, 审核通过后才能集港

\*单件过吨, 有时需发国外铁路审核, 到時候需等国外铁路回复, 有时审批时间可能会较长(周末船司不上班); 有了保函和加固照片请务必尽早提供

\*单件过吨的, 一旦审核不合格用箱之后产生的相关费用需要客人自己承担, 如果客人接受由于不批复所产生的费用可正常用箱。

## SHIPPING ADVICE

免箱使9天  
提箱校核码: 3055

## 货物数据明细

SO#	PO#	SUBMISSION#	件数	毛重	体积
TAOM1004419	95575099	CNS-2411627	176	32592	131.14
			176	32592	131.14





## 中华人民共和国海关出口货物报关单

  
\*433020240000022010\*


预录入编号: 433020240000022010

海关编号: 433020240000022010

(泰安海关)

仅供核对用

页码/页数: 1/1

境内发货人 (91370983738196054N) 山东泰鹏智能家居股份有限公司	出境关别 (4218) 青开发区	出口日期 20241202	申报日期 20241130	备案号
境外收货人 CSC DISTRIBUTION, LLC	运输方式 (2) 水路运输	运输工具名称及航次号 CMA CGM BIG SUR/OMEJNW	提运单号 00LU2751600950	
生产销售单位 (91370983738196054N) 山东泰鹏智能家居股份有限公司	监管方式 (0110) 一般贸易	征免性质 (101) 一般征税	许可证号	
合同协议号 YT24-391	贸易国 (地区) (USA) 美国	运抵国 (地区) (USA) 美国	指运港 (USA000) 美国	离境口岸 (370201) 黄岛
包装种类 (99/22) 其他包装/纸制或纤维板制盒/箱	件数 176	毛重(千克) 31561.6	净重(千克) 28934.4	成交方式 (3) FOB
随附单证及编号	运费	保费	杂费	

## 标记唛码及备注

备注: PO#: SKU#: DEPT#: COUNTRY OF ORIGIN: CHINA 集装箱标箱数及号码: 4;FCIU9679166;TGBU8612055;

项号	商品编号	商品名称及规格型号	数量及单位	单价/总价/币制	原产国(地区)	最终目的国(地区)	境内货源地	征免
1	6306220090	帐篷	176件	605.8800	中国	美国	(37099)泰安	照章征税
		3 0 庭院用帐篷 铁支架50%铝支架20%全涤帆布30%	28934.4千克	106634.68	(CHN)	(USA)		(1)
		Broyhill 95575099	176件	美元				

特殊关系确认: 否	价格影响确认: 否	支付特许权使用费确认: 否	公式定价确认:	暂定价格确认:	自报自缴: 否	永运中转:
报关人员	报关人员证号43000535	电话	兹申明对以上内容承担如实申报、依法纳税之法律责任	海关批注及签章		
申报单位 (91370983738196054N) 山东泰鹏智能家居股份有限公司			申报单位 (签章)			



Submission No : CNS-2411627  
 Version Date : 11/5/2024 11:22:39 AM  
 Page 1 of 2

This document is issued as a receipt of cargo only and will not be negotiable unless the original is submitted to exchange for the Forwarder's Cargo Receipt which will be issued on request.

Shipper/Exporter (Name & Address) SHANDONG TAIPENG INTELLIGENT HOUSEHOLD PRODUCTS CO., LTD 136 GONGYEYI ROAD FEICHENG, SHANDONG, 271600, CN  Contact: SUNHU Tel: 0538-3308709 Fax: 0538-3305019	<b>SHIPPING ORDER/DOCK RECEIPT</b>	
	Port of Loading  QINGDAO	
	Final Destination  MONTGOMERY, AL	
Consignee  CSC DISTRIBUTION, LLC 2855 SELMA HIGHWAY, MONTGOMERY, AL 36108, USA	Freight :  COLLECT	Exp. Lic No.  NO
	Ship Term  FOB	Ship Mode  OCEAN
Notify Party  GEODIS 5101 S. BROAD STREET PHILADELPHIA, PA 19112-1404, U.S.A. ATTN: ALENA LAMINA	Estimate Delivery Date  CY 19 November 2024	No. of Original Document Required  EFCR 1
Also Notify	Declaration  THE SHIPMENT CONTAINS NO WOOD PACKAGING MATERIAL	
Shipper/Exporter Email : 18905388376@163.COM		
Remarks :		

**REQUIRES D40H x 2 CONTAINERS ONLY**



Submission No : CNS-2411627  
 Version Date : 11/5/2024 11:22:39 AM  
 Page 2 of 2

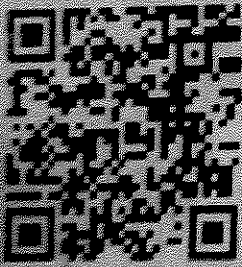
YL Shipping Order :		Export License will be Submitted : No			
Tmast No.:		Fumigation Cert. will be Submitted : No			
		Fish & Wildlife Cert. will be submitted : No			
		Contains Pallet : No			
PO Seller :SHANDONG TAIPENG INTELLIGENT HOUSEHOLD PRODUCTS CO., LTD.					
Other Document will be submitted :					
Product contains Wood Formaldehyde and complied with rules and orders under TSCA Title VI : Not Applicable					
P/O No.	Item No.	No. of pkgs	Cbm	Kilos	Qty
95575099	810775523	176 CTN	1310.76	31561.60	176
Manufacturer : SHANDONG TAIPENG INTELLIGENT HOUSEHOLD PRODUCTS CO., LTD.					
Country of Origin : CN					
Ship Window : 11/25/2024 - 12/2/2024 Delivery Date : 1/13/2025 Cargo must be delivered within the indicated shipping window.					
TSCA Title VI Compliant : NA					
P/O Total :		176 CTN	130.76	31561.60	176

Marks & Numbers	Description of Packages and Goods Particulars Furnished by Shipper
PO#:	COMBO RUSHFORD 10x12FT METAL LOUVERED ROOF PERGOLA
SKU#:	
DEPT#:	
COUNTRY OF ORIGIN:CHINA	

Total :	176 CTN	130.76	31561.60	176
---------	---------	--------	----------	-----

Total No. of Packages Received (In Words)	Measurement:
	Weight:

Yusen Logistics (Hong Kong) Limited expressly disclaims all and any liability to any person in respect of anything done or omitted, and the consequences of anything done or omitted, by any such person in reliance on the contents of this electronic Forwarders Cargo Receipt (eFCR). No part of these e-FCR Standard Operational Procedures may be reproduced, recast, reformatted or transmitted in any form by any means, electronic or mechanical, including photocopying, recording or any information storage and retrieval system, without the prior written permission from Yusen Logistics.



船名电次：土明 010E

提单号: ONEYTA4PIAR12600

箱号: ONE11153382

CHOT : 10HC

铅封号: CN6037234

雙溫

通風度:

提箱车号: 鲁N 39688

司机提箱出场前检查表

司机签字:

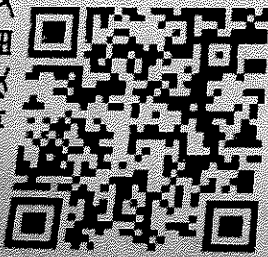
工 登 重

工厂须知:

1. 集装箱出场即为适货箱，出现后果用箱人或运箱人自负。
2. 请保证提交数据真实有效。
3. 本单必须由货主或发货人加盖公章，否则单据无效。



迈洋大亚场站设备交接单



请使用微信扫描二维码预约返重  
并提交准确货名及件重尺数据

船名航次: 士明/016E

提单号: ONEYTA4PTARI2600

箱号: NYKU5268377

箱型: 40HC

活动房

铅封号: CN60288AN

48 件

温度:

湿度:

11940

通风度:

66.03

提箱车号: 鲁JC5015

司机提箱出场前检查集装箱并签字确认。

司机签字: 

工厂签章: 

工厂须知:

1. 集装箱出场即为适货箱, 出现后果用箱人或运箱人自负。
2. 请保证提交数据真实有效。
3. 本单必须由货主或发货人加盖公章, 否则单据无效。
4. 内贸箱预约返重前请到云港通缴纳作业包干费, 以便顺利进

526  
请使用微信扫描二维码预约过磅  
并提交准确货名及件重尺数据  
船名航次: 上明 016E

提单号: ONEYTA4PIAR12600

箱号: NYKU4384259

箱型: 10HC

活动房

铅封号: CN60255AN

48件

温度: 湿度:

通风度:

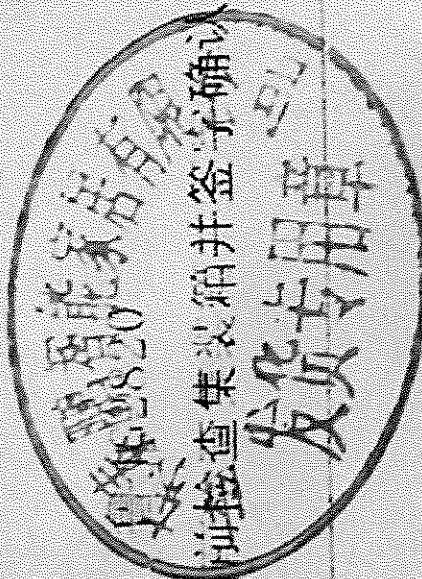
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66.03

提箱车号:

司机提箱出场前检查集装箱并签字确认。

司机签字:



工厂签章:

工厂须知:

1. 集装箱出场即为适货箱, 出现后果用箱人或运箱人自负。
2. 请保证提交数据真实有效。
3. 本单必须由货主或发货人加盖公章 否则单据无效。



请使用微信扫描二維碼預約退單  
并提交准确貨名及件重尺数据  
船名航次: 上明 016L

提单号: ONEYIA1PTAR12600

箱号: NYKU1384259

箱型: 40HC

活动房

铅封号: CN60255AN

48件

温度:

湿度:

通风度:

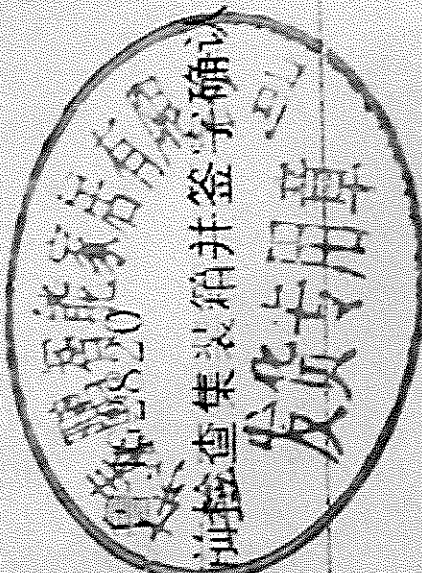
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提箱车号:

司机提箱出场前检查集装箱并签字确认。

司机签字:



工厂签章:

工厂须知:

1. 集装箱出场即为适货箱, 出现后果用箱人或运箱人自负。
2. 请保证提交数据真实有效。
3. 本单必须由货主或发货人加盖公章 否则单据无效。



请使用微信扫描二维码预约返重  
并提交准确货名及件重尺数据

船名航次：士明/016E

提单号: ONEYTA4PTAR12600

箱号: TCNU4984394

箱型: 40HC

铅封号: (N60318AN)

世道

通風度

提箱车号: 鲁生9646

司机提箱出场前检查集装箱封签确认。

司机签字

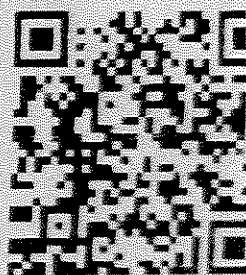
工 斧 壘

## 工厂须知

1. 集装箱出场即为适货箱，出现后果用箱人或运箱人自负。
2. 请保证提交数据真实有效。
3. 本单必须由货主或发货人加盖公章，否则单据无效。
4. 内贸箱预约返重前请到云港通缴纳作业包干费，以便顺利进

[illegible]





请使用微信扫码二维码预约返重  
并提交准确货名及件重尺数数据  
船名航次：土明/016E

提单号：ONEVTA4PTAR12600

箱号：ICNU8415230

箱型：40HC

铅封号：CN21235AR

温度：

湿度：

通风度：

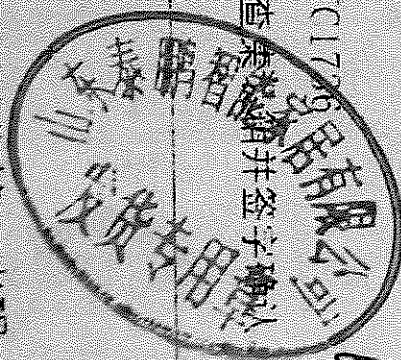
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司机提箱出场前检查集装箱并签字确认  
司机签字：

工厂签章：

工厂须知：

1. 集装箱出场即为适货箱，出现后果用箱人或运箱人自负。
2. 请保证提交数据真实有效。
3. 本单必须由货主或发货人加盖公章，否则单据无效。
4. 内贸箱预约返重前请到云港通缴纳作业包干费，以便顺利进

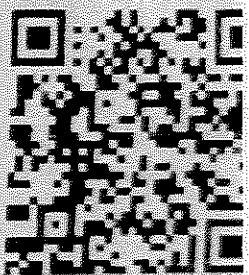


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帐蓬

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请使用微信扫码扫描二维码预约返重  
并提交准确货名及件重尺数据  
船名航次：士明/016E

提单号：ONEVTA4PTAR12600

箱号：ICNU8415230

箱型：40HC

铅封号：CN21235AR

温度：

湿度：

通风度：

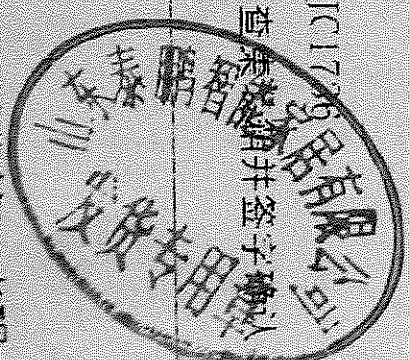
提箱车号：鲁JC1786

司机提箱出场前检查集装箱并签字确认  
司机签字：

工厂签章：

工厂须知：

1. 集装箱出场即为适货箱，出现后果用箱人或运箱人自负。
2. 请保证提交数据真实有效。
3. 本单必须由货主或发货人加盖公章，否则单据无效。
4. 内贸箱预约返重前请到云港通缴纳作业包干费，以便顺利进



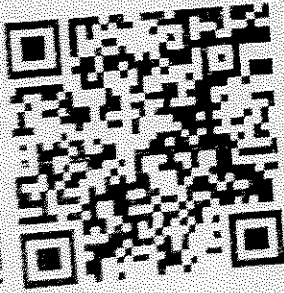
15780.8

88件

帐蓬

65.38

远洋大亚场站设备交接单



请使用微信扫描二维码预约返重  
并提交准确货名及件重尺数据

船名航次: 士明/016L

提单号: ONEYTA4PTAR12600

箱号: TCNU4866914

箱型: 40HC

铅封号: CN21233AR

温度:

通风度:

提箱车号

司机提箱出场前检查签字确认。

司机签字:

工厂签章:

工厂须知:

1. 集装箱出场即为适货箱, 出现后果用箱人或运箱人自负。
2. 请保证提交数据真实有效。发货人加盖

活动房

48件

11940

66.03









Page 1 of 6

**PO #** 95604843

Date Created 09/10/2024  
 Version: 2  
 Buyer: INMAN, ANNE  
 Do Not Ship Before: 12/09/2024  
 Cancel if not Shipped by: 12/16/2024  
 Must be Routed by: 11/18/2024  
 Payment Terms: 1% Net 30 Days  
 Freight Terms: Collect  
 FOB: QINGDAO , CN

See attached Terms and Conditions for additional Big Lots requirements.  
 A complete list of requirements can be found on the Big Lots website  
[www.biglots.com/corporate/vendors](http://www.biglots.com/corporate/vendors)

Should any item on this PO require a Safety Data Sheet (SDS), please submit it to BigLotsmsds@chemtelinc.com prior to the time of shipment in compliance with OSHA 29 CFR.1910.1200. If the product does not require a Safety Data Sheet (SDS), please disregard this request. Thank you for assisting Big Lots with our Environmental Health and Safety compliance program.

**SHIP TO**  
 MONTGOMERY DC - #0870  
 CSC DISTRIBUTION, LLC  
 2855 SELMA HWY  
 MONTGOMERY AL 36108-5035  
 Telephone: 334-286-6633 Fax: 334-286-7024

**BILL TO**  
 CSC DISTRIBUTION, LLC  
 4900 E. Dublin Granville Rd  
 Columbus, OH 43081-7651 US  
 Telephone: 614-278-6800 Fax: 614-278-6871

Purchase From Vendor: 5006181  
 SHANDONG TAIPENG INTELLIGENT HOUSEH  
 NINA GENG  
 GONGYE YI ROAD 138  
 271600 FEICHENG  
 CHINA  
 Contact: NINA GENG  
 Telephone: Fax  
 E-Mail: NINA.GENG@TAIPENGCHINA.COM

**ADDITIONAL COMMENTS**

PO replaces :0095575103; Ship only these quantities under the new PO.

Vendor Signature \_\_\_\_\_  
 Signee's Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 Date \_\_\_\_\_

Units	Retail	Vendor Cost	IMU
176	263,998.24	107,712.00	43.099

OFFICE-COPY



OFFICE-COPY

**IMPORTANT Terms and Conditions**

PO#: 95604843

Page 2 of 6

These Purchase Order Terms and Conditions (these "Terms & Conditions") are an agreement between Buyer and Vendor consisting of these Terms & Conditions; all Purchase Orders; the terms contained on Buyer's Vendor Resource Website, including, without limitation, those in the Vendor Manual, and in Buyer's vendor portal; any Buyer addenda referencing the Purchase Order; and any attachments, instructions or requirements provided by Buyer to Vendor (all of the foregoing are incorporated herein by this reference and collectively referred to as the "PO Terms"). The PO Terms are binding with respect to all purchases of Goods by Buyer from Vendor

**Definitions**

"Affiliate" means any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a party. "Control," including the terms "controlling," "controlled by" and "under common control with," for purposes of this definition, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, through membership, by contract or otherwise.

"Buyer" means Big Lots Stores, Inc. or its Affiliate, as named in the Ship To box on the applicable PO, or that is otherwise the purchaser of Goods from Vendor.

"Buyer's Vendor Resource Website" means the site located at [www.biglots.com/corporate/vendors](http://www.biglots.com/corporate/vendors).

"Goods" means the items of merchandise referenced in a PO, or that are otherwise the subject of the PO Terms, including all components, packaging, labeling, printed materials, designs, images, logos, copyrights, trademarks, service marks, trade names, trade dress, and visual and digital information of or related to such merchandise.

"Purchase Order" or "PO" means any Buyer order or other purchasing agreement or document for the purchase of Goods from Vendor whether issued in hard or electronic copy, through electronic data interchange ("EDI"), or otherwise.

"Ship", "Shipped", "Shipping", or "Shipment" means transporting the Goods by Vendor into the hands of the ocean/freight carrier for delivery to Buyer.

"Vendor" means the entity or person that is named in the Purchased From box on the applicable PO, or that is otherwise the seller of Goods to Buyer.

"Vendor Manual" means the then-current Import Supplier Manual, and its related documents, the most current version of which can be obtained by visiting Buyer's Vendor Resource Website and clicking "Routing and Compliance," or by going directly to [www.biglots.com/corporate/vendors/routing-and-compliance](http://www.biglots.com/corporate/vendors/routing-and-compliance).

1. Purchase Order. Buyer's commitment to purchase Goods arises only upon Buyer's issuance of a PO to Vendor. Any forecasts, commitments, projections, representation about quantities to be purchased or other estimates provided to Vendor are for planning purposes only and shall not be binding on Buyer, and Buyer will not be liable for any amounts incurred by Vendor in reliance on such estimates. Unless Buyer agrees in writing in advance, regardless of industry standards, no variances with respect to quality, quantity, size, capacity, volume, content or other standard measure of Goods are allowed. Buyer and Vendor agree that any PO may be transmitted to Vendor by Electronic Data Interchange (EDI) and Vendor will be bound by all such POs and all such POs will be governed by these PO Terms which are automatically incorporated therein.

2. Shipping Goods to a DC. Vendor must comply with all processes and instructions contained in the Vendor Manual for routing and Shipping Goods to a Buyer distribution center or other non-store location designated by Buyer or listed in the PO (each a "DC"). A detailed packing slip must accompany each Shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the bill of lading ("BOL"), invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to Buyer upon receipt of the Goods at Buyer's DC or the location otherwise designated by Buyer in the PO.

3. Shipping Goods to a Buyer Store. Vendor must comply with all processes and instructions for shipping Goods to a Buyer store contained in the Vendor Manual. A detailed packing slip must accompany each shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the BOL, invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to the Buyer Affiliate operating the store to which the Goods are delivered.

4. Inspection of Goods. Goods are subject to Buyer's inspection, but Buyer is under no obligation to unpack or inspect the Goods before resale thereof. Buyer's inspection, testing, payment for or retention of Goods does not: (a) constitute acceptance of Goods not in compliance with the PO Terms; (b) affect Buyer's right to reject or return Goods; or (c) constitute a waiver by Buyer of any of Vendor's representations, warranties or covenants, or any of Buyer's rights or remedies, under the PO Terms, at law, in equity or otherwise.

5. Cancellation. Buyer may cancel a PO, in whole or in part, for its convenience, without liability, at any time prior to Shipment of Goods. In the event of Buyer's cancellation for convenience, Buyer's liability to Vendor will be limited to the unit price of Goods Shipped prior to such cancellation (as such Goods are otherwise in compliance with specifications and these Terms & Conditions). If Vendor fails to Ship Goods before the "cancel if not shipped by date" in the subject PO, that PO will be cancelled automatically on such date, unless otherwise directed by Buyer in writing, and Buyer will have no liability to Vendor in connection therewith including acceptance of back ordered Goods (and without waiver of any remedies in Section 6 of these Terms & Conditions that may accrue to Buyer). Buyer has the right to reject late Shipments at Vendor's expense and Buyer shall be subject to the remedies available hereunder.

6. Buyer Remedies. If: (a) Vendor fails to route, Ship or deliver as required by a PO; (b) Goods are not the same as the approved samples; (c) Goods are not as ordered and/or do not conform to the specifications in the PO; (d) Vendor does not Ship the Goods in the quantities specified in the PO; (e) Buyer deems that the Goods are damaged or defective; or (f) Vendor is otherwise in breach of the PO Terms, including without limitation any breach of the Vendor Manual, Buyer may, at any time, as to any or all Goods, without authorization from Vendor, and subject to the other terms hereof: (i) accept the Goods; (ii) cancel the subject PO for cause; (iii) reject the Goods; (iv) refuse to receive the Goods; (v) revoke prior to acceptance of the Goods; and/or (vi) in the case of early Shipment of Goods, reject and return the Goods to Vendor, with all Return Costs (defined below) to be borne by Vendor, to be held by Vendor, at Vendor's cost, for Buyer until the original date specified. In the event of any of the foregoing, Buyer will not be liable to Vendor for any amount, except to pay for any goods Buyer accepts based on the unit price of the Goods ordered, subject to the right to offset and withhold payment as provided in Section 9 of these Terms & Conditions. Buyer may also impose chargebacks as set out in the Vendor Manual. Any cancellation, rejection, refusal to receive or revocation of prior acceptance by Buyer with respect to any Goods will not serve as a cancellation or rejection of any future shipments of Goods, unless Buyer exercises its right to cancel future POs or shipments. Acceptance of any Goods is not a waiver of any of Buyer's rights or remedies under the PO Terms, at law, in equity, or otherwise.

7. Disposition of Rejected Goods. Unless Buyer and Vendor have signed an agreement to the contrary, with respect to Goods Buyer has rejected, refused or revoked acceptance of, Buyer, at its sole option, may return such Goods to Vendor and Vendor will be liable for all costs and expenses related to the return, including, without limitation, the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging and any other processing or handling costs and charges incurred or charged by Buyer; and lost profits ("Return Costs"). Unless Buyer and Vendor have signed an agreement to the contrary, if Buyer elects not to return the Goods because: (a) the return of Goods is precluded by applicable law or regulation; (b) the Goods contain a defect that could create substantial risk of injury to person or property; (c) Buyer has reasonable cause to believe Vendor intends to dispose of Goods in violation of Section 8 of these Terms & Conditions; or (d) Buyer, in its reasonable discretion, deems return of the Goods inadvisable, then Buyer may dispose of the Goods in a manner Buyer deems appropriate. In the event of such disposal, Vendor will be liable for all costs and expenses related to the disposal, including the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging, disposal and destruction, and any other processing or handling costs and charges incurred or charged by Buyer, and lost profit.

8. Vendor Disposal of Goods. Vendor agrees that it will, at its sole expense, remove, or otherwise make permanently illegible, all of Buyer's and its Affiliates' names, trademarks, trade names, logos, service marks, and other identifying information from all Goods returned by Buyer. In addition, Vendor agrees that it will not use, resell or otherwise transfer to any third-party Goods returned by Buyer without the express prior written consent given by an officer of Buyer. If any Goods incorporate Buyer's trademarks or if any Goods are proprietary or incorporate designs exclusive to Buyer, Vendor must provide to Buyer a reasonable opportunity to inspect such products before disposal or resale and follow all such instructions of Buyer regarding modifications to or destruction of such Goods. Vendor agrees to abide by all of Buyer's guidelines relating to the proper disposal of rejected goods and the issuance of appropriate certificates of destruction, as applicable.

9. Payment & Taxes. Vendor may not charge Buyer, and Buyer will have no obligation to pay, prices for Goods higher than those specified in the applicable PO. Prices in the applicable PO are complete and include, without limitation, shipping, packaging, labeling, custom duties, storage, insurance, boxing and crating. No additional charges of any type may be added without Buyer's prior express written consent. Buyer may deduct from any payments to Vendor any amounts owed by Vendor to Buyer under the PO Terms, including, without limitation, amounts due in connection with Vendor's indemnification obligations, any damages for breach to which Buyer is entitled, and any charges or penalties for non-compliance with Buyer's requirements. In addition, following Buyer's receipt of any demand, claim or action that may give rise to Buyer's right to receive indemnification from Vendor, Buyer may withhold full or partial payment, in Buyer's sole discretion, to Vendor until such demand, claim or action is fully and finally resolved. Buyer will have no obligation to compensate Vendor for or return to Vendor any goods Shipped to Buyer in excess of or different from those Goods referenced in the applicable PO, and Buyer will take title to any such goods in the same manner in which it takes



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**IMPORTANT Terms and Conditions**

PO#: 95604843

Page 3 of 6

title to those Goods referenced in the applicable PO. The per unit price of the Goods ordered under the applicable PO will be automatically reduced to account for all such excess or different Goods received by Buyer. A BOL in duplicate must accompany all Vendor invoices. A forwarding cargo receipt ("FCR"), packing list and certificate of product liability insurance must accompany Vendor's invoice and the PO number must appear on the FCR. Payments may be made by Buyer or a Buyer Affiliate on Buyer's behalf and will be paid in accordance with the Vendor Manual. Vendor and Buyer will have the right to verify the accuracy of amounts invoiced and paid for Goods within 180 days after Buyer's receipt of such Goods; provided that timeframes for instituting compliance disputes will be as set forth in the Vendor Manual ("Review Period"). After the Review Period, any payments made for the subject Goods will and will be deemed to conclusively reflect the actual amount owed to Vendor for such Goods, and neither Vendor nor Buyer will have the right to seek further payment or adjustment with respect to such Goods. Each party shall remain responsible (and hold the other party harmless) for its taxes, collection and reporting obligations resulting from the transactions covered by the PO Terms. For purposes of clarity, but without limiting the foregoing, Vendor acknowledges that it may have business activity, business privilege, commercial activity, gross receipts, income tax, license and reporting obligations where the receipt of revenue, or the benefit thereof, may be assigned, sourced, apportioned or allocated under applicable tax law. As a prerequisite to payment and as further described in the Vendor Manual, Vendor must provide Buyer and/or Buyer's designated freight forwarder with the following documentation in connection with this PO: commercial invoice showing manufacturer's name, address, telephone number; commercial packing list indicating weights and measurements in kgs and cbm's; FCR; a certificate of product liability insurance naming "Big Lots, Inc. and all subsidiaries and affiliates" as additional insured; Buyer-approved import product data sheet; product testing certificate (s) from a Buyer-approved testing laboratory; factory inspection certificate from a Buyer-approved inspector; commercial bill-of-lading; and pre-pricing sticker approval sheet. Additional documentation may be required prior to shipping and/or invoice payment based on Goods ordered.

10. Records, Audit and Certification. Vendor will keep complete and accurate books, records and documents relating to the subject matter of POs and Vendor's fulfillment of POs, including, without limitation those: (a) evidencing and detailing amounts charged; (b) regarding the Goods' origin, manufacture location, content, testing, and inspection; (c) regarding order receipt, fulfillment and Shipment of Goods; and (d) otherwise required by applicable law to be maintained ("Records"). Vendor will make the Records available to Buyer, either remotely or at Vendor's offices, at all reasonable times upon at least three (3) calendar days' prior written notice, for inspection, audit or reproduction by Buyer or its representative. Vendor will promptly pay Buyer for any overcharges made by Vendor that are disclosed by such audit. In addition, Buyer, itself or through its representative, has the right to inspect Vendor's, and Vendor's contractors' facilities, warehouses and manufacturing plants at all reasonable times upon at least three (3) calendar days' prior written notice. Vendor agrees, at Vendor's cost, to subscribe to and be a part of Buyer's risk management process as part of onboarding process with Buyer and agrees to comply with the requirements thereof. Vendor agrees to comply with all of Buyer's vendor ongoing compliance program(s) operated by Buyer (or an agent of Buyer) and Vendor will promptly provide such information as reasonably required from time to time in accordance with such programs. Vendor acknowledges that if it fails Buyer's compliance program requirements, it will be deemed a breach of these Terms & Conditions and Buyer may terminate any or all POs with Vendor without liability.

11. Recalls. A "Recall" is any recall of, or corrective action involving, Goods that is: (a) required by the United States Consumer Product Safety Commission ("CPSC") or other relevant governmental agency, applicable law, or in Buyer's commercially reasonable judgment; (b) agreed upon between Buyer and Vendor; (c) instituted voluntarily by Vendor; or (d) instituted by Buyer because Buyer has reason to believe the subject Goods are (i) defective, dangerous, or incomplete; (ii) infringe upon Buyer's or a third party's intellectual property rights; or (iii) are not in compliance with applicable laws or regulations. In the event of a Recall, Buyer reserves the right to, at Buyer's option: (w) use reasonable means to remove the Goods that are subject to a Recall ("Recalled Goods") from sale; (x) correct the condition necessitating the Recall through relabeling, repackaging or other corrective action as Buyer deems appropriate; (y) return the Recalled Goods to Vendor; or (z) dispose of the Recalled Goods in a manner Buyer deems appropriate. Vendor will be liable for all costs and expenses arising from or related to such Recall, including, without limitation Return Costs, Disposal Costs, Buyer's own and third-party labor costs, lost profits and other costs and expenses incurred in taking the actions stated in Sections 11(w), (x), (y) and/or (z) above. When effectuating a Recall, Buyer reserves the right to, at Buyer's option, include in the Recall all Goods bearing the SKU or UPC of the Recalled Goods, regardless of date code, lot code or expiration date. Vendor will provide Buyer with no less than 24-hours written notice prior to the public announcement of any Recall or safety-related issues in connection with the Goods to the extent permitted by applicable law. Such notification shall include, without limitation, all of Vendor's item numbers affected by the Recall or safety related issue, expected inventory levels affected, and a detailed description of the nature of the public announcement.

The PO Terms will continue to apply to Recalled Goods. Upon Buyer's request, Vendor will, at its cost, change the SKU or UPC on all existing, non-impacted Goods bearing the same SKU or UPC as the Recalled Goods if the Recalled Goods bear any Buyer or Buyer Affiliate brand or private label and Vendor acknowledges that such SKU or UPC

changes may require Vendor, at its cost, to relabel or repack such non-Recalled Goods.

12. Confidentiality. Subject to the provisions of any confidentiality, non-disclosure or similar agreement executed by Buyer and Vendor, which agreement will control over the terms of this Section 12 and is incorporated herein by this reference, Vendor may not disclose to a third party or take or use for its own purposes or the purposes of others, any of Buyer's trade secrets, proprietary information, data or materials, or any other information Buyer reasonably considers to be confidential ("Buyer's Confidential Information"). "Buyer's Confidential Information" includes, without limitation, the PO Terms and the price paid for Goods. Vendor may disclose Buyer's Confidential Information: (a) to its contractors only to the extent necessary to enable Vendor to perform its obligations under the PO Terms only if such contractors are bound by confidentiality obligations sufficient to protect Buyer's Confidential Information in accordance with the terms of this Section 12; and (b) to the extent required by court order, subpoena or applicable law with, if permitted by applicable law, prior notice to Buyer.

13. Warranties. Vendor warrants that: (a) all Goods, and the design, production, manufacture, importation, distribution, transportation, labeling, packaging, pricing and sale of all Goods, and all representations, warranties and advertising made by Vendor, or authorized by Vendor to be made, in connection with Goods, shall be in accordance with, comply with, and where required, be registered under, all applicable laws, rules, regulations, standards, codes, orders, directives, judicial and administrative decisions, and ordinances, whether now in force or hereinafter enacted, of the country of origin, the country of transit, the United States of America ("USA"), and each state or subdivision thereof, and any agency or entity of the foregoing, including, without limitation, the Consumer Product Safety Improvement Act of 2008, as amended, the California Safe Drinking Water and Toxic Enforcement Act of 1986 ("Proposition 65") and other substantially similar federal, state or local laws, as amended, those related to environmental protection, labor, health, consumer product safety, agriculture, food and drug, and the regulations promulgated under such laws ("Laws") and that Vendor complies, and will comply at all times, with all other applicable laws in the operation of Vendor's business; (b) none of the articles of food Shipped or sold by Vendor are or will be adulterated, misbranded or improperly labeled within the meaning of the Federal Food, Drug and Cosmetic Act of June 25, 1938, as amended, the Nutrition Labeling and Education Act of 1991, as amended, and the Food Safety Modernization Act, as amended; (c) all processes used or engaged in with respect to processing, manufacturing, packaging, labeling, storing and Shipping Goods comply with all Laws; (d) it has full and clear title, free of all liens and encumbrances whatsoever to the Goods and that the Goods are hereby sold and can be resold, advertised, and used: (i) in full compliance with all contracts, laws, rules and regulations, including those governing the use of trade names, trademarks, trade dress, trade secrets, copyright and patents; and (ii) in a manner that assures the safety of the representatives, patrons, and customers of Buyer and consumers of the Good; (e) the Goods are in new, good and saleable condition; and (f) the Goods are manufactured in the country of origin stated on the commercial documents required for customs entry. Vendor will regularly have independent tests performed on all Goods prior to Shipping to ensure compliance with the PO Terms, including, without limitation, the provisions of this Section 13. Vendor will provide Big Lots with copies of: (y) any and all test reports, Safety Data Sheet (SDS) information, Proposition 65 product information, ingredient information, and any information Big Lots deems necessary to comply, or support its compliance with, any Laws; and (z) upon Big Lots' request, signed copies of any and all license agreements relating to the Goods. Vendor acknowledges and agrees that it will be a breach of warranty if any Goods are in violation of any Laws at any time, including after the sale of such Goods by Vendor to Buyer. The parties agree that no personal identifiable information, as defined under California Consumer Privacy Act, 2018, as updated from time to time ("PII") will be shared or provided under this PO Terms. In the event Vendor receives any PII, Vendor shall forthwith notify Buyer of the same and use best efforts to remove such PII and comply with applicable privacy laws. In the event Goods fail to comply with the warranties set forth in the PO Terms at any time, Vendor agrees that it will immediately notify Buyer and take all measures to identify the Goods that are or may be affected. The PO Terms are not intended to and will not negate or replace any of, but will supplement, the warranties, express or implied, provided by the Uniform Commercial Code, at law, or in equity.

14. Anti-corruption. Vendor shall comply with all applicable laws. Vendor specifically acknowledges and agrees that Vendor's performance of the PO Terms is subject to the United States Foreign Corrupt Practices Act and other applicable anti-bribery and anti-corruption laws of the United States and other countries where the Vendor operates (collectively, "Anti-corruption Laws"). Vendor warrants and agrees that Vendor, its employees, agents, and anyone acting on Vendor's behalf will not violate any Anticorruption Laws for the benefit of or on behalf of Buyer or Vendor. Further, Vendor warrants and agrees that Vendor and anyone acting on Vendor's behalf will not, directly or indirectly, offer, promise, make, give, or authorize the payment of any money or transfer of anything else of value to: (a) an officer, employee, agent or representative of any national, state, regional, or local government, including any department, agency or instrumentality of any government or any government-owned or government-controlled entity, or public international organization, or any person acting in an official capacity on behalf thereof, or any political party, political party official, or candidate for political office (each a "Government or Political Official"); (b) a close associate or relative of any Government or Political Official; or (c) any other person or entity while knowing or having reason to believe that some or all of the payment or thing of value will be offered, given or promised, directly or indirectly, to any Government or Political Official, for the purpose of: (i) improperly influencing an act or decision of such Government or Political Official, including expediting or



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**IMPORTANT Terms and Conditions**

PO#: 95604843

Page 4 of 6

securing the performance of a routine government action; (ii) obtaining, retaining or directing any business; or (iii) securing an improper business advantage. Vendor will provide Buyer such information and further written certifications as Buyer may request from time-to-time to assist Buyer's efforts to assure compliance with Anti-corruption Laws. Vendor specifically agrees to comply at all times with (a) all applicable laws prohibiting child labor, prison labor, indentured labor or bonded labor, (b) all applicable laws pertaining to safe and healthy workplaces and working conditions, (c) all applicable laws pertaining to minimum wage, maximum work periods, and the payment of overtime, and (f) all environmental laws applicable to the Goods.

15. Indemnification. Vendor shall indemnify, defend (at Buyer's sole option) and hold harmless Buyer, its Affiliates, and their respective officers, directors, contractors, employees and agents, from and against any and all liabilities, obligations, penalties, fines, judgments, settlements, damages, losses, deficiencies, interest, fees, costs, expenses, incidents, demands, claims and/or suits, whether actual or alleged, including, without limitation, attorneys' fees, court costs, and expert witness fees, including those fees, costs and expenses incurred in enforcing Buyer's rights under the PO Terms, whether in connection with a breach of the PO Terms or otherwise ("Losses"), arising from or related to: (a) the acts or omissions of Vendor, its Affiliates or contractors, or their respective contractors, employees, or agents; (b) Recall of the Goods; (c) personal injury or property damage resulting from any actions or inactions of Vendor, or from the manufacture, storage, movement, use or consumption of the Goods; (d) breach of Vendor's warranties or a term of the PO Terms; (e) infringement of a third party's intellectual property or proprietary rights, including, but not limited to, trade names, trademarks, trade dress, trade secrets, patents and copyrights, in connection with the use, manufacture, distribution,

description, advertising, marketing sale or offer for sale of the Goods; and (f) an employment related claim brought by an employee, agent or contractor of Vendor, its Affiliates, or a Vendor contractor.

16. Insurance. Vendor will, at its own expense, procure and maintain, at a minimum, the types and amounts of insurance coverage described in the Big Lots Certificate of Insurance and Indemnification Policy, the most current version of which can be obtained by visiting Buyer's Vendor Resource Website and clicking "Routing and Compliance," or by going directly to [www.biglots.com/corporate/vendors/routing-and-compliance](http://www.biglots.com/corporate/vendors/routing-and-compliance). The insurance companies issuing the policies must: (a) have Standard & Poor's rating of BBB or better or A.M. Best's rating of A-VII or better; and (b) be licensed to operate in the country from where the subject Good is sold and invoiced to Buyer, and have an extensive North American presence. Prior to the first PO being issued, annually thereafter (within sixty (60) days after policy renewal), and at any other time upon Buyer's request, Vendor will provide Buyer with certificates of insurance ("COI") signed by an authorized representative of the insurance carrier evidencing the required insurance coverages (unless lower coverage limits are agreed upon in writing by an officer of Buyer). In addition, upon Buyer's request, Vendor will provide Buyer with copies of the actual endorsements and/or policies. With the exception of workers' compensation, the COI must show a broad form vendor's endorsement or name "Big Lots, Inc. and all of its direct and indirect subsidiaries and affiliates" as an additional insured. The policies must: (i) respond as primary coverage and non-contributory to any other insurance policy available to Buyer; (ii) not contain any exclusion, limitation or endorsement that restricts or limits applicable liability coverage; (iii) provide for the investigation, defense, and satisfaction (by settlement or otherwise), at no cost to Buyer, of any Losses incurred by Buyer; and (iv) provide that the insurance companies issuing the policies will notify Buyer at least thirty (30) days prior to any policy cancellation or modification. Vendor will bear its own insurance and insurance-related expenses and Vendor's liability will not be limited to its insurance coverage.

17. Cumulative Remedies. Each of Buyer's rights and remedies under the PO Terms is cumulative and in addition to any other rights and remedies provided at law, in equity, elsewhere in the PO Terms, or otherwise, including, without limitation, the Uniform Commercial Code.

18. Force Majeure. Buyer may delay delivery or acceptance of any or all Goods, or cancel any PO in the event that such delay or cancellation is due to causes beyond Buyer's reasonable control. In such case, Buyer will not be liable to Vendor for any amount except to pay for the unit cost of Goods that are fully delivered and accepted by Buyer, subject to Buyer's right to offset and withhold payment as provided in Section 9 of these Terms & Conditions.

19. Use of Goods; Content & Marks. Vendor is not permitted to use Buyer's, or Buyer's Affiliates', names, trademarks, trade names, logos or service marks in any marketing, advertising or publicity without the prior written consent of Buyer's Chief Executive Officer, Chief Financial Officer, or General Counsel, which consent may be given or withheld in Buyer's sole and absolute discretion. Vendor hereby grants to Buyer the royalty-free, sublicenseable, worldwide right to use the Goods and Vendor Content in or related to Buyer's retail

operations, both brick and mortar and eCommerce. "Vendor Content" means text, graphics, names, marks, images, audio or digital files, audio-visual content and all other data, information, marketing and promotional materials and content in any medium, and all copyrights, logos, trademarks, service marks, trade names, and other intellectual property rights therein or related to the Goods.

20. Assignment & Subcontracting. Vendor will not assign the PO Terms in whole or in part (by assigning any right or delegating any duty under the PO Terms), voluntarily or involuntarily, by operation of law, or in any other manner,

without the prior written consent of an officer of Buyer. Any purported assignment or delegation made without this consent is void. Buyer may assign the PO Terms in whole or in part (by assigning any right or delegating any duty under the PO Terms) to an Affiliate or to any other party in Buyer's sole discretion. In the event Buyer assigns the entire PO Terms to another party, Buyer will have no further obligation to Vendor under the PO Terms and Vendor hereby consents that Buyer's assignment will constitute a novation. Buyer's payment to Vendor constitutes payment for Goods, services, equipment or other deliverables provided by any subcontractor of Vendor or Vendor's agents or representatives. Vendor remains fully responsible and liable to Buyer for the acts and omissions of its subcontractors and performance of all Vendor's duties and obligations under the PO Terms.

21. Governing Law; Venue; Jury Waiver; and Arbitration. The laws of the State of Ohio, without application of conflicts of law principles, govern the PO Terms and all matters arising out of or related to the PO Terms. Each party hereby irrevocably agrees that any disagreement, dispute, action, controversy or claim with respect to: (a) the validity of the PO Terms; (b) breach of the PO Terms; or (c) otherwise arising out of, or in relation to the PO Terms, a PO, or any agreement in which either is incorporated ("Dispute"), will be brought in the state or federal courts located in Franklin County, Ohio, and hereby expressly submits to the personal jurisdiction and venue of such courts for purposes thereof and expressly waives all claims of improper venue and all claims that such courts are an inconvenient forum. The parties hereby agree to waive a trial by jury with respect to Disputes. Any Dispute may, in Buyer's sole and absolute discretion, be settled by binding arbitration by an arbitration service of Buyer's choice, in accordance with the laws of the state of Ohio governing voluntary arbitrations. The location of such arbitration will be in Columbus, Ohio. Discovery will be permitted as provided by applicable state law or as the parties may otherwise mutually agree. The parties may also mutually elect to seek mediation as an alternative precursor to arbitration. If the PO Terms govern an international transaction, the applicable state law regarding the arbitration of international disputes will apply. The arbitrator will agree to conduct proceedings under the laws relating to arbitration cited above, or such other rules to which the parties mutually agree. The United Nations Convention on Contracts for the International Sale of Goods shall have no application to this Agreement or actions hereunder or contemplated hereby.

22. Severability. Provisions of the PO Terms will be interpreted to be valid and enforceable under applicable law; provided, however, that if any provision is held invalid or unenforceable, such provision will not invalidate the PO Terms. The PO Terms' remaining provisions will stay in effect and be enforced to the fullest extent permitted by law.

23. Entire Agreement. The PO Terms constitute the entire agreement between the parties and supersede all previous agreements, written or oral, between the parties with respect to the subject matter hereof. The PO Terms may not be modified by course of dealing, course of performance, or any oral communication between Buyer and Vendor. The PO Terms may only be modified by, and a waiver will be effective only if set forth in, a written instrument that references the PO Terms, expressly describes the terms herein to be modified, and is signed by a representative of Vendor and an officer of Buyer. Without limiting the generality of the foregoing, no term or condition of any document issued by Vendor, including, without limitation, invoices, sales acknowledgments, or other similar documents, will constitute a modification of or addition to the PO Terms and will have no force or effect and are hereby rejected. The Vendor Guide as in effect from time to time is made a part hereof and is expressly incorporated herein. In the event of any conflict between the any terms and conditions or any other document of Vendor, Vendor Guide and these PO Terms, the PO Terms is binding to the extent of such conflicts. Vendor will comply with (a) applicable industry standards with respect to privacy and data security relating Buyer's Confidential Information and (b) applicable privacy and security laws ("Privacy Policy"). Any updates to the Vendor Guide or the Privacy Policy immediately take effect and are binding on the parties.

24. No Third-Party Beneficiaries. Certain sections of the PO Terms are for the benefit of Buyer's Affiliates. As a result, any of Buyer's Affiliates may enforce the PO Terms. Except for Buyer's Affiliates, the PO Terms do not create any enforceable rights by anyone other than Buyer and Vendor.

25. LIMITATION OF LIABILITY. EXCEPT IN THE CASE OF GROSS NEGLIGENCE AND/OR WILLFUL MISCONDUCT, BUYER WILL NOT BE LIABLE TO VENDOR OR ITS AFFILIATES FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, BUSINESS INTERRUPTION, AND ANY LOSS OF USE, REVENUE, GOODWILL, OPPORTUNITY OR DATA, IN CONNECTION WITH THE PO TERMS, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OF ANY KIND, AND REGARDLESS OF WHETHER BUYER WAS ADVISED, HAD REASON TO KNOW, OR IN FACT KNEW, OF THE POSSIBILITY OF LIABILITY.

26. Acceptance of PO Terms. Vendor agrees to and accepts all of the terms and conditions in the PO Terms by doing any of the following: (a) acknowledging or accepting a PO; (b) acknowledging or agreeing to the PO Terms through Buyer's BDI process, by click-through, click to accept, or otherwise; (c) signing these Terms & Conditions; (d) Shipping any portion of the Goods referenced in a PO or otherwise fulfilling any portion of its obligations under a PO; or (e) accepting any complete or partial payment for the Goods, transportation of the Goods, or otherwise in connection with a PO or the Goods, or by any other means of acceptance recognized at law or in equity.





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**IMPORTANT Terms and Conditions**

PO#: 95604843

Page 5 of 6

AS AN INDUCEMENT FOR BUYER TO ENTER INTO A PO, VENDOR WARRANTS THAT IT HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE PO TERMS, INCLUDING THE VENDOR GUIDE, WITHOUT MODIFICATION. EACH PO IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, VENDOR'S ACCEPTANCE OF THE PO TERMS AND BUYER OBJECTS TO AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS.

27. Import/Export Laws. Vendor shall be responsible for timely obtaining and maintaining any required export license, permit or approval and pay all required fees, assessments, duties, charges, taxes, tariffs, levies or other charges necessary to lawfully export the Goods from Vendor's country. Vendor shall ensure that the Goods are properly marked and accompanied by such true, complete, and correct invoices, packing lists, certifications, declarations and other documentation necessary for their proper classification and importation into the United States and clearance through United States customs.

PO#: 95604843

Dept	Article	Article Description	Size	Country of Origin	Master		Total Units	Cost	Ext. Cost	Delivery Date
Class	MFG#	Merch Cat Description		Dangerous Goods	Inner	Package Art	# of Cartons	Additional	Ext. Retail	Promo Event
Merch. Cat	Brand	Merchandise. Type	Release Week	CS Weight				Retail	IMU	Compare TO
Line Item#	UPC	Expiration Date	Goods Class	CS Cube	Ticket Type		EAS Tag	PDQ Pkg		

[illegible]



Page 1 of 6

**PO #** 95575084

Date Created 08/16/2024  
 Version: 2  
 Buyer: INMAN, ANNE  
 Do Not Ship Before: 12/09/2024  
 Cancel if not Shipped by: 12/16/2024  
 Must be Routed by: 11/18/2024  
 Payment Terms: 1% Net 30 Days  
 Freight Terms: Collect  
 FOB: QINGDAO , CN

See attached Terms and Conditions for additional Big Lots requirements. A complete list of requirements can be found on the Big Lots website [www.biglots.com/corporate/vendors](http://www.biglots.com/corporate/vendors)

Should any item on this PO require a Safety Data Sheet (SDS), please submit it to [BigLotsmsds@chemtelinc.com](mailto:BigLotsmsds@chemtelinc.com) prior to the time of shipment in compliance with OSHA 29 CFR.1910.1200. If the product does not require a Safety Data Sheet (SDS), please disregard this request. Thank you for assisting Big Lots with our Environmental Health and Safety compliance program.

**SHIP TO**  
 MONTGOMERY DC - #0870  
 CSC DISTRIBUTION, LLC  
 2855 SELMA HWY  
 MONTGOMERY AL 36108-5035  
 Telephone: 334-286-6633 Fax: 334-286-7024

**BILL TO**  
 CSC DISTRIBUTION, LLC  
 4900 E. Dublin Granville Rd  
 Columbus, OH 43081-7651 US  
 Telephone: 614-278-6800 Fax: 614-278-6871

Purchase From Vendor: 5006181  
 SHANDONG TAIPENG INTELLIGENT HOUSEH  
 NINA GENG  
 GONGYE YI ROAD 136  
 271600 FEICHENG  
 CHINA  
 Contact: NINA GENG  
 Telephone: Fax  
 E-Mail: NINA.GENG@TAIPENGCHINA.COM

#### ADDITIONAL COMMENTS

Vendor Signature \_\_\_\_\_  
 Signee's Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 Date \_\_\_\_\_

Units	Retail	Vendor Cost	IMU
288	719,997.12	284,544.00	45.023

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**IMPORTANT Terms and Conditions**

PO#: 95575084

Page 2 of 6

These Purchase Order Terms and Conditions (these "Terms & Conditions") are an agreement between Buyer and Vendor consisting of these Terms & Conditions; all Purchase Orders; the terms contained on Buyer's Vendor Resource Website, including, without limitation, those in the Vendor Manual, and in Buyer's vendor portal; any Buyer addenda referencing the Purchase Order; and any attachments, instructions or requirements provided by Buyer to Vendor (all of the foregoing are incorporated herein by this reference and collectively referred to as the "PO Terms"). The PO Terms are binding with respect to all purchases of Goods by Buyer from Vendor.

**Definitions**

"Affiliate" means any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a party. "Control," including the terms "controlling," "controlled by" and "under common control with," for purposes of this definition, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, through membership, by contract or otherwise.

"Buyer" means Big Lots Stores, Inc. or its Affiliate, as named in the Ship To box on the applicable PO, or that is otherwise the purchaser of Goods from Vendor.

"Buyer's Vendor Resource Website" means the site located at [www.biglots.com/corporate/vendors](http://www.biglots.com/corporate/vendors).

"Goods" means the items of merchandise referenced in a PO, or that are otherwise the subject of the PO Terms, including all components, packaging, labeling, printed materials, designs, images, logos, copyrights, trademarks, service marks, trade names, trade dress, and visual and digital information or related to such merchandise.

"Purchase Order" or "PO" means any Buyer order or other purchasing agreement or document for the purchase of Goods from Vendor whether issued in hard or electronic copy, through electronic data interchange ("EDI"), or otherwise.

"Ship", "Shipped", "Shipping", or "Shipment" means transporting the Goods by Vendor into the hands of the ocean/freight carrier for delivery to Buyer.

"Vendor" means the entity or person that is named in the Purchased From box on the applicable PO, or that is otherwise the seller of Goods to Buyer.

"Vendor Manual" means the then-current Import Supplier Manual, and its related documents, the most current version of which can be obtained by visiting Buyer's Vendor Resource Website and clicking "Routing and Compliance," or by going directly to [www.biglots.com/corporate/vendors/routing-and-compliance](http://www.biglots.com/corporate/vendors/routing-and-compliance).

1. Purchase Order. Buyer's commitment to purchase Goods arises only upon Buyer's issuance of a PO to Vendor. Any forecasts, commitments, projections, representation about quantities to be purchased or other estimates provided to Vendor are for planning purposes only and shall not be binding on Buyer, and Buyer will not be liable for any amounts incurred by Vendor in reliance on such estimates. Unless Buyer agrees in writing in advance, regardless of industry standards, no variances with respect to quality, quantity, size, capacity, volume, content or other standard measure of Goods are allowed. Buyer and Vendor agree that any PO may be transmitted to Vendor by Electronic Data Interchange (EDI) and Vendor will be bound by all such POs and all such POs will be governed by these PO Terms which are automatically incorporated therein.

2. Shipping Goods to a DC. Vendor must comply with all processes and instructions contained in the Vendor Manual for routing and Shipping Goods to a Buyer distribution center or other non-store location designated by Buyer or listed in the PO (each a "DC"). A detailed packing slip must accompany each Shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the bill of lading ("BOL"), invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to Buyer upon receipt of the Goods at Buyer's DC or the location otherwise designated by Buyer in the PO.

3. Shipping Goods to a Buyer Store. Vendor must comply with all processes and instructions for shipping Goods to a Buyer store contained in the Vendor Manual. A detailed packing slip must accompany each shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the BOL, invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to the Buyer Affiliate operating the store to which the Goods are delivered.

4. Inspection of Goods. Goods are subject to Buyer's inspection, but Buyer is under no obligation to unpack or inspect the Goods before resale thereof. Buyer's inspection, testing, payment for or retention of Goods does not: (a) constitute acceptance of Goods not in compliance with the PO Terms; (b) affect Buyer's right to reject or return Goods; or (c) constitute a waiver by Buyer of any of Vendor's representations, warranties or covenants, or any of Buyer's rights or remedies, under the PO Terms, at law, in equity or otherwise.

5. Cancellation. Buyer may cancel a PO, in whole or in part, for its convenience, without liability, at any time prior to Shipment of Goods. In the event of Buyer's cancellation for convenience, Buyer's liability to Vendor will be limited to the unit price of Goods Shipped prior to such cancellation (as such Goods are otherwise in compliance with specifications and these Terms & Conditions). If Vendor fails to Ship Goods before the "cancel if not shipped by date" in the subject PO, that PO will be cancelled automatically on such date, unless otherwise directed by Buyer in writing, and Buyer will have no liability to Vendor in connection therewith including acceptance of back ordered Goods (and without waiver of any remedies in Section 6 of these Terms & Conditions that may accrue to Buyer). Buyer has the right to reject late Shipments at Vendor's expense and Buyer shall be subject to the remedies available hereunder.

6. Buyer Remedies. If: (a) Vendor fails to route, Ship or deliver as required by a PO; (b) Goods are not the same as the approved samples; (c) Goods are not as ordered and/or do not conform to the specifications in the PO; (d) Vendor does not Ship the Goods in the quantities specified in the PO; (e) Buyer deems that the Goods are damaged or defective; or (f) Vendor is otherwise in breach of the PO Terms, including without limitation any breach of the Vendor Manual, Buyer may, at any time, as to any or all Goods, without authorization from Vendor, and subject to the other terms hereof: (i) accept the Goods; (ii) cancel the subject PO for cause; (iii) reject the Goods; (iv) refuse to receive the Goods; (v) revoke prior to acceptance of the Goods; and/or (vi) in the case of early Shipment of Goods, reject and return the Goods to Vendor, with all Return Costs (defined below) to be borne by Vendor, to be held by Vendor, at Vendor's cost, for Buyer until the original date specified. In the event of any of the foregoing, Buyer will not be liable to Vendor for any amount, except to pay for any goods Buyer accepts based on the unit price of the Goods ordered, subject to the right to offset and withhold payment as provided in Section 9 of these Terms & Conditions. Buyer may also impose chargebacks as set out in the Vendor Manual. Any cancellation, rejection, refusal to receive or revocation of prior acceptance by Buyer with respect to any Goods will not serve as a cancellation or rejection of any future shipments of Goods, unless Buyer exercises its right to cancel future POs or shipments. Acceptance of any Goods is not a waiver of any of Buyer's rights or remedies under the PO Terms, at law, in equity, or otherwise.

7. Disposition of Rejected Goods. Unless Buyer and Vendor have signed an agreement to the contrary, with respect to Goods Buyer has rejected, refused or revoked acceptance of, Buyer, at its sole option, may return such Goods to Vendor and Vendor will be liable for all costs and expenses related to the return, including, without limitation, the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging and any other processing or handling costs and charges incurred or charged by Buyer; and lost profits ("Return Costs"). Unless Buyer and Vendor have signed an agreement to the contrary, if Buyer elects not to return the Goods because: (a) the return of Goods is precluded by applicable law or regulation; (b) the Goods contain a defect that could create substantial risk of injury to person or property; (c) Buyer has reasonable cause to believe Vendor intends to dispose of Goods in violation of Section 8 of these Terms & Conditions; or (d) Buyer, in its reasonable discretion, deems return of the Goods inadvisable, then Buyer may dispose of the Goods in a manner Buyer deems appropriate. In the event of such disposal, Vendor will be liable for all costs and expenses related to the disposal, including the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging, disposal and destruction, and any other processing or handling costs and charges incurred or charged by Buyer; and lost profit.

8. Vendor Disposal of Goods. Vendor agrees that it will, at its sole expense, remove, or otherwise make permanently illegible, all of Buyer's and its Affiliates' names, trademarks, trade names, logos, service marks, and other identifying information from all Goods returned by Buyer. In addition, Vendor agrees that it will not use, resell or otherwise transfer to any third-party Goods returned by Buyer without the express prior written consent given by an officer of Buyer. If any Goods incorporate Buyer's trademarks or if any Goods are proprietary or incorporate designs exclusive to Buyer, Vendor must provide to Buyer a reasonable opportunity to inspect such products before disposal or resale and follow all such instructions of Buyer regarding modifications to or destruction of such Goods. Vendor agrees to abide by all of Buyer's guidelines relating to the proper disposal of rejected goods and the issuance of appropriate certificates of destruction, as applicable.

9. Payment & Taxes. Vendor may not charge Buyer, and Buyer will have no obligation to pay, prices for Goods higher than those specified in the applicable PO. Prices in the applicable PO are complete and include, without limitation, shipping, packaging, labeling, custom duties, storage, insurance, boxing and crating. No additional charges of any type may be added without Buyer's prior express written consent. Buyer may deduct from any payments to Vendor any amounts owed by Vendor to Buyer under the PO Terms, including, without limitation, amounts due in connection with Vendor's indemnification obligations, any damages for breach to which Buyer is entitled, and any charges or penalties for non-compliance with Buyer's requirements. In addition, following Buyer's receipt of any demand, claim or action that may give rise to Buyer's right to receive indemnification from Vendor, Buyer may withhold full or partial payment, in Buyer's sole discretion, to Vendor until such demand, claim or action is fully and finally resolved. Buyer will have no obligation to compensate Vendor for or return to Vendor any goods Shipped to Buyer in excess of or different from those Goods referenced in the applicable PO, and Buyer will take title to any such goods in the same manner in which it takes



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**IMPORTANT Terms and Conditions**

PO#: 95575084

Page 3 of 6

title to those Goods referenced in the applicable PO. The per unit price of the Goods ordered under the applicable PO will be automatically reduced to account for all such excess or different Goods received by Buyer. A BOL in duplicate must accompany all Vendor invoices. A forwarding cargo receipt ("FCR"), packing list and certificate of product liability insurance must accompany Vendor's invoice and the PO number must appear on the FCR. Payments may be made by Buyer or a Buyer Affiliate on Buyer's behalf and will be paid in accordance with the Vendor Manual. Vendor and Buyer will have the right to verify the accuracy of amounts invoiced and paid for Goods within 180 days after Buyer's receipt of such Goods; provided that timeframes for instituting compliance disputes will be as set forth in the Vendor Manual ("Review Period"). After the Review Period, any payments made for the subject Goods will and will be deemed to conclusively reflect the actual amount owed to Vendor for such Goods, and neither Vendor nor Buyer will have the right to seek further payment or adjustment with respect to such Goods. Each party shall remain responsible (and hold the other party harmless) for its taxes, collection and reporting obligations resulting from the transactions covered by the PO Terms. For purposes of clarity, but without limiting the foregoing, Vendor acknowledges that it may have business activity, business privilege, commercial activity, gross receipts, income tax, license and reporting obligations where the receipt of revenue, or the benefit thereof, may be assigned, sourced, apportioned or allocated under applicable tax law. As a prerequisite to payment and as further described in the Vendor Manual, Vendor must provide Buyer and/or Buyer's designated freight forwarder with the following documentation in connection with this PO: commercial invoice showing manufacturer's name, address, telephone number; commercial packing list indicating weights and measurements in kgs and cbm's; FCR; a certificate of product liability insurance naming "Big Lots, Inc. and all subsidiaries and affiliates" as additional insured; Buyer-approved import product data sheet; product testing certificate (s) from a Buyer-approved testing laboratory; factory inspection certificate from a Buyer-approved inspector; commercial bill-of-lading; and pre-pricing sticker approval sheet. Additional documentation may be required prior to shipping and/or invoice payment based on Goods ordered.

10. Records, Audit and Certification. Vendor will keep complete and accurate books, records and documents relating to the subject matter of POs and Vendor's fulfillment of POs, including, without limitation those: (a) evidencing and detailing amounts charged; (b) regarding the Goods' origin, manufacture location, content, testing, and inspection; (c) regarding order receipt, fulfillment and Shipment of Goods; and (d) otherwise required by applicable law to be maintained ("Records"). Vendor will make the Records available to Buyer, either remotely or at Vendor's offices, at all reasonable times upon at least three (3) calendar days' prior written notice, for inspection, audit or reproduction by Buyer or its representative. Vendor will promptly pay Buyer for any overcharges made by Vendor that are disclosed by such audit. In addition, Buyer, itself or through its representative, has the right to inspect Vendor's, and Vendor's contractors' facilities, warehouses and manufacturing plants at all reasonable times upon at least three (3) calendar days' prior written notice. Vendor agrees, at Vendor's cost, to subscribe to and be a part of Buyer's risk management process as part of onboarding process with Buyer and agrees to comply with the requirements thereof. Vendor agrees to comply with all of Buyer's vendor ongoing compliance program(s) operated by Buyer (or an agent of Buyer) and Vendor will promptly provide such information as reasonably required from time to time in accordance with such programs. Vendor acknowledges that if it fails Buyer's compliance program requirements, it will be deemed a breach of these Terms & Conditions and Buyer may terminate any or all POs with Vendor without liability.

11. Recalls. A "Recall" is any recall of, or corrective action involving, Goods that is: (a) required by the United States Consumer Product Safety Commission ("CPSC") or other relevant governmental agency, applicable law, or in Buyer's commercially reasonable judgment; (b) agreed upon between Buyer and Vendor; (c) instituted voluntarily by Vendor; or (d) instituted by Buyer because Buyer has reason to believe the subject Goods are (i) defective, dangerous, or incomplete; (ii) infringe upon Buyer's or a third party's intellectual property rights; or (iii) are not in compliance with applicable laws or regulations. In the event of a Recall, Buyer reserves the right to, at Buyer's option: (w) use reasonable means to remove the Goods that are subject to a Recall ("Recalled Goods") from sale; (x) correct the condition necessitating the Recall through relabeling, repackaging or other corrective action as Buyer deems appropriate; (y) return the Recalled Goods to Vendor; or (z) dispose of the Recalled Goods in a manner Buyer deems appropriate. Vendor will be liable for all costs and expenses arising from or related to such Recall, including, without limitation Return Costs, Disposal Costs, Buyer's own and third-party labor costs, lost profits and other costs and expenses incurred in taking the actions stated in Sections 11(w), (x), (y) and/or (z) above. When effectuating a Recall, Buyer reserves the right to, at Buyer's option, include in the Recall all Goods bearing the SKU or UPC of the Recalled Goods, regardless of date code, lot code or expiration date. Vendor will provide Buyer with no less than 24-hours written notice prior to the public announcement of any Recall or safety-related issues in connection with the Goods to the extent permitted by applicable law. Such notification shall include, without limitation, all of Vendor's item numbers affected by the Recall or safety related issue, expected inventory levels affected, and a detailed description of the nature of the public announcement.

The PO Terms will continue to apply to Recalled Goods. Upon Buyer's request, Vendor will, at its cost, change the SKU or UPC on all existing, non-impacted Goods bearing the same SKU or UPC as the Recalled Goods if the Recalled Goods bear any Buyer or Buyer Affiliate brand or private label and Vendor acknowledges that such SKU or UPC

changes may require Vendor, at its cost, to relabel or repack such non-Recalled Goods.

12. Confidentiality. Subject to the provisions of any confidentiality, non-disclosure or similar agreement executed by Buyer and Vendor, which agreement will control over the terms of this Section 12 and is incorporated herein by this reference, Vendor may not disclose to a third party or take or use for its own purposes or the purposes of others, any of Buyer's trade secrets, proprietary information, data or materials, or any other information Buyer reasonably considers to be confidential ("Buyer's Confidential Information"). "Buyer's Confidential Information" includes, without limitation, the PO Terms and the price paid for Goods. Vendor may disclose Buyer's Confidential Information: (a) to its contractors only to the extent necessary to enable Vendor to perform its obligations under the PO Terms only if such contractors are bound by confidentiality obligations sufficient to protect Buyer's Confidential Information in accordance with the terms of this Section 12; and (b) to the extent required by court order, subpoena or applicable law with, if permitted by applicable law, prior notice to Buyer.

13. Warranties. Vendor warrants that: (a) all Goods, and the design, production, manufacture, importation, distribution, transportation, labeling, packaging, pricing and sale of all Goods, and all representations, warranties and advertising made by Vendor, or authorized by Vendor to be made, in connection with Goods, shall be in accordance with, comply with, and where required, be registered under, all applicable laws, rules, regulations, standards, codes, orders, directives, judicial and administrative decisions, and ordinances, whether now in force or hereinafter enacted, of the country of origin, the country of transit, the United States of America ("USA"), and each state or subdivision thereof, and any agency or entity of the foregoing, including, without limitation, the Consumer Product Safety Improvement Act of 2008, as amended, the California Safe Drinking Water and Toxic Enforcement Act of 1986 ("Proposition 65") and other substantially similar federal, state or local laws, as amended, those related to environmental protection, labor, health, consumer product safety, agriculture, food and drug, and the regulations promulgated under such laws ("Laws") and that Vendor complies, and will comply at all times, with all other applicable laws in the operation of Vendor's business; (b) none of the articles of food Shipped or sold by Vendor are or will be adulterated, misbranded or improperly labeled within the meaning of the Federal Food, Drug and Cosmetic Act of June 25, 1938, as amended, the Nutrition Labeling and Education Act of 1991, as amended, and the Food Safety Modernization Act, as amended; (c) all processes used or engaged in with respect to processing, manufacturing, packaging, labeling, storing and Shipping Goods comply with all Laws; (d) it has full and clear title, free of all liens and encumbrances whatsoever to the Goods and that the Goods are hereby sold and can be resold, advertised, and used; (e) in full compliance with all contracts, laws, rules and regulations, including those governing the use of trade names, trademarks, trade dress, trade secrets, copyright and patents; and (f) in a manner that assures the safety of the representatives, patrons, and customers of Buyer and consumers of the Goods; (g) the Goods are in new, good and saleable condition; and (h) the Goods are manufactured in the country of origin stated on the commercial documents required for customs entry. Vendor will regularly have independent tests performed on all Goods prior to Shipping to ensure compliance with the PO Terms, including, without limitation, the provisions of this Section 13. Vendor will provide Big Lots with copies of: (y) any and all test reports, Safety Data Sheet (SDS) information, Proposition 65 product information, ingredient information, and any information Big Lots deems necessary to comply, or support its compliance with, any Laws; and (z) upon Big Lots' request, signed copies of any and all license agreements relating to the Goods. Vendor acknowledges and agrees that it will be a breach of warranty if any Goods are in violation of any Laws at any time, including after the sale of such Goods by Vendor to Buyer. The parties agree that no personal identifiable information, as defined under California Consumer Privacy Act, 2018, as updated from time to time ("PII") will be shared or provided under this PO Terms. In the event Vendor receives any PII, Vendor shall forthwith notify Buyer of the same and use best efforts to remove such PII and comply with applicable privacy laws. In the event Goods fail to comply with the warranties set forth in the PO Terms at any time, Vendor agrees that it will immediately notify Buyer and take all measures to identify the Goods that are or may be affected. The PO Terms are not intended to and will not negate or replace any of, but will supplement, the warranties, express or implied, provided by the Uniform Commercial Code, at law, or in equity.

14. Anti-corruption. Vendor shall comply with all applicable laws. Vendor specifically acknowledges and agrees that Vendor's performance of the PO Terms is subject to the United States Foreign Corrupt Practices Act and other applicable anti-bribery and anti-corruption laws of the United States and other countries where the Vendor operates (collectively, "Anti-corruption Laws"). Vendor warrants and agrees that Vendor, its employees, agents, and anyone acting on Vendor's behalf will not violate any Anticorruption Laws for the benefit of or on behalf of Buyer or Vendor. Further, Vendor warrants and agrees that Vendor and anyone acting on Vendor's behalf will not, directly or indirectly, offer, promise, make, give, or authorize the payment of any money or transfer of anything else of value to: (a) an officer, employee, agent or representative of any national, state, regional, or local government, including any department, agency or instrumentality of any government or any government-owned or government-controlled entity, or public international organization, or any person acting in an official capacity on behalf thereof, or any political party, political party official, or candidate for political office (each a "Government or Political Official"); (b) a close associate or relative of any Government or Political Official; or (c) any other person or entity while knowing or having reason to believe that some or all of the payment or thing of value will be offered, given or promised, directly or indirectly, to any Government or Political Official, for the purpose of: (i) improperly influencing an act or decision of such Government or Political Official, including expediting or



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**IMPORTANT Terms and Conditions**

PO#: 95575084

Page 4 of 6

securing the performance of a routine government action; (ii) obtaining, retaining or directing any business; or (iii) securing an improper business advantage. Vendor will provide Buyer such information and further written certifications as Buyer may request from time-to-time to assist Buyer's efforts to assure compliance with Anti-corruption Laws. Vendor specifically agrees to comply at all times with (a) all applicable laws prohibiting child labor, prison labor, indentured labor or bonded labor, (b) all applicable laws pertaining to safe and healthy workplaces and working conditions, (c) all applicable laws pertaining to minimum wage, maximum work periods, and the payment of overtime, and (f) all environmental laws applicable to the Goods.

15. Indemnification. Vendor shall indemnify, defend (at Buyer's sole option) and hold harmless Buyer, its Affiliates, and their respective officers, directors, contractors, employees and agents, from and against any and all liabilities, obligations, penalties, fines, judgments, settlements, damages, losses, deficiencies, interest, fees, costs, expenses, incidents, demands, claims and/or suits, whether actual or alleged, including, without limitation, attorneys' fees, court costs, and expert witness fees, including those fees, costs and expenses incurred in enforcing Buyer's rights under the PO Terms, whether in connection with a breach of the PO Terms or otherwise ("Losses"), arising from or related to: (a) the acts or omissions of Vendor, its Affiliates or contractors, or their respective contractors, employees, or agents; (b) Recall of the Goods; (c) personal injury or property damage resulting from any actions or inactions of Vendor, or from the manufacture, storage, movement, use or consumption of the Goods; (d) breach of Vendor's warranties or a term of the PO Terms; (e) infringement of a third party's intellectual property or proprietary rights, including, but not limited to, trade names, trademarks, trade dress, trade secrets, patents and copyrights, in connection with the use, manufacture, distribution, description, advertising, marketing sale or offer for sale of the Goods; and (f) an employment related claim brought by an employee, agent or contractor of Vendor, its Affiliates, or a Vendor contractor.

16. Insurance. Vendor will, at its own expense, procure and maintain, at a minimum, the types and amounts of insurance coverage described in the Big Lots Certificate of Insurance and Indemnification Policy, the most current version of which can be obtained by visiting Buyer's Vendor Resource Website and clicking "Routing and Compliance," or by going directly to [www.biglots.com/corporate/vendors/routing-and-compliance](http://www.biglots.com/corporate/vendors/routing-and-compliance). The insurance companies issuing the policies must: (a) have Standard & Poor's rating of BBB or better or A.M. Best's rating of A-VII or better; and (b) be licensed to operate in the country from where the subject Good is sold and invoiced to Buyer, and have an extensive North American presence. Prior to the first PO being issued, annually thereafter (within sixty (60) days after policy renewal), and at any other time upon Buyer's request, Vendor will provide Buyer with certificates of insurance ("COI") signed by an authorized representative of the insurance carrier evidencing the required insurance coverages (unless lower coverage limits are agreed upon in writing by an officer of Buyer). In addition, upon Buyer's request, Vendor will provide Buyer with copies of the actual endorsements and/or policies. With the exception of workers' compensation, the COI must show a broad form vendor's endorsement or name "Big Lots, Inc. and all of its direct and indirect subsidiaries and affiliates" as an additional insured. The policies must: (i) respond as primary coverage and non-contributory to any other insurance policy available to Buyer; (ii) not contain any exclusion, limitation or endorsement that restricts or limits applicable liability coverage; (iii) provide for the investigation, defense, and satisfaction (by settlement or otherwise), at no cost to Buyer, of any Losses incurred by Buyer; and (iv) provide that the insurance companies issuing the policies will notify Buyer at least thirty (30) days prior to any policy cancellation or modification. Vendor will bear its own insurance and insurance-related expenses and Vendor's liability will not be limited to its insurance coverage.

17. Cumulative Remedies. Each of Buyer's rights and remedies under the PO Terms is cumulative and in addition to any other rights and remedies provided at law, in equity, elsewhere in the PO Terms, or otherwise, including, without limitation, the Uniform Commercial Code.

18. Force Majeure. Buyer may delay delivery or acceptance of any or all Goods, or cancel any PO in the event that such delay or cancellation is due to causes beyond Buyer's reasonable control. In such case, Buyer will not be liable to Vendor for any amount except to pay for the unit cost of Goods that are fully delivered and accepted by Buyer, subject to Buyer's right to offset and withhold payment as provided in Section 9 of these Terms & Conditions.

19. Use of Goods; Content & Marks. Vendor is not permitted to use Buyer's, or Buyer's Affiliates', names, trademarks, trade names, logos or service marks in any marketing, advertising or publicity without the prior written consent of Buyer's Chief Executive Officer, Chief Financial Officer, or General Counsel, which consent may be given or withheld in Buyer's sole and absolute discretion. Vendor hereby grants to Buyer the royalty-free, sublicensable, worldwide right to use the Goods and Vendor Content in or related to Buyer's retail

operations, both brick and mortar and eCommerce. "Vendor Content" means text, graphics, names, marks, images, audio or digital files, audio-visual content and all other data, information, marketing and promotional materials and content in any medium, and all copyrights, logos, trademarks, service marks, trade names, and other intellectual property rights therein or related to the Goods.

20. Assignment & Subcontracting. Vendor will not assign the PO Terms in whole or in part (by assigning any right or delegating any duty under the PO Terms), voluntarily or involuntarily, by operation of law, or in any other manner,

without the prior written consent of an officer of Buyer. Any purported assignment or delegation made without this consent is void. Buyer may assign the PO Terms in whole or in part (by assigning any right or delegating any duty under the PO Terms) to an Affiliate or to any other party in Buyer's sole discretion. In the event Buyer assigns the entire PO Terms to another party, Buyer will have no further obligation to Vendor under the PO Terms and Vendor hereby consents that Buyer's assignment will constitute a novation. Buyer's payment to Vendor constitutes payment for Goods, services, equipment or other deliverables provided by any subcontractor of Vendor or Vendor's agents or representatives. Vendor remains fully responsible and liable to Buyer for the acts and omissions of its subcontractors and performance of all Vendor's duties and obligations under the PO Terms.

21. Governing Law; Venue; Jury Waiver; and Arbitration. The laws of the State of Ohio, without application of conflicts of law principles, govern the PO Terms and all matters arising out of or related to the PO Terms. Each party hereby irrevocably agrees that any disagreement, dispute, action, controversy or claim with respect to: (a) the validity of the PO Terms; (b) breach of the PO Terms; or (c) otherwise arising out of, or in relation to the PO Terms, a PO, or any agreement in which either is incorporated ("Dispute"), will be brought in the state or federal courts located in Franklin County, Ohio, and hereby expressly submits to the personal jurisdiction and venue of such courts for purposes thereof and expressly waives all claims of improper venue and all claims that such courts are an inconvenient forum. The parties hereby agree to waive a trial by jury with respect to Disputes. Any Dispute may, in Buyer's sole and absolute discretion, be settled by binding arbitration by an arbitration service of Buyer's choice, in accordance with the laws of the state of Ohio governing voluntary arbitrations. The location of such arbitration will be in Columbus, Ohio. Discovery will be permitted as provided by applicable state law or as the parties may otherwise mutually agree. The parties may also mutually elect to seek mediation as an alternative precursor to arbitration. If the PO Terms govern an international transaction, the applicable state law regarding the arbitration of international disputes will apply. The arbitrator will agree to conduct proceedings under the laws relating to arbitration cited above, or such other rules to which the parties mutually agree. The United Nations Convention on Contracts for the International Sale of Goods shall have no application to this Agreement or actions hereunder or contemplated hereby.

22. Severability. Provisions of the PO Terms will be interpreted to be valid and enforceable under applicable law; provided, however, that if any provision is held invalid or unenforceable, such provision will not invalidate the PO Terms. The PO Terms' remaining provisions will stay in effect and be enforced to the fullest extent permitted by law.

23. Entire Agreement. The PO Terms constitute the entire agreement between the parties and supersede all previous agreements, written or oral, between the parties with respect to the subject matter hereof. The PO Terms may not be modified by course of dealing, course of performance, or any oral communication between Buyer and Vendor. The PO Terms may only be modified by, and a waiver will be effective only if set forth in, a written instrument that references the PO Terms, expressly describes the terms herein to be modified, and is signed by a representative of Vendor and an officer of Buyer. Without limiting the generality of the foregoing, no term or condition of any document issued by Vendor, including, without limitation, invoices, sales acknowledgments, or other similar documents, will constitute a modification of or addition to the PO Terms and will have no force or effect and are hereby rejected. The Vendor Guide as in effect from time to time is made a part hereof and is expressly incorporated herein. In the event of any conflict between the any terms and conditions or any other document of Vendor, Vendor Guide and these PO Terms, the PO Terms is binding to the extent of such conflicts. Vendor will comply with (a) applicable industry standards with respect to privacy and data security relating Buyer's Confidential Information and (b) applicable privacy and security laws ("Privacy Policy"). Any updates to the Vendor Guide or the Privacy Policy immediately take effect and are binding on the parties.

24. No Third-Party Beneficiaries. Certain sections of the PO Terms are for the benefit of Buyer's Affiliates. As a result, any of Buyer's Affiliates may enforce the PO Terms. Except for Buyer's Affiliates, the PO Terms do not create any enforceable rights by anyone other than Buyer and Vendor.

25. LIMITATION OF LIABILITY. EXCEPT IN THE CASE OF GROSS NEGLIGENCE AND/OR WILLFUL MISCONDUCT, BUYER WILL NOT BE LIABLE TO VENDOR OR ITS AFFILIATES FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, BUSINESS INTERRUPTION, AND ANY LOSS OF USE, REVENUE, GOODWILL, OPPORTUNITY OR DATA, IN CONNECTION WITH THE PO TERMS, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OF ANY KIND, AND REGARDLESS OF WHETHER BUYER WAS ADVISED, HAD REASON TO KNOW, OR IN FACT KNEW, OF THE POSSIBILITY OF LIABILITY.

26. Acceptance of PO Terms. Vendor agrees to and accepts all of the terms and conditions in the PO Terms by doing any of the following: (a) acknowledging or accepting a PO; (b) acknowledging or agreeing to the PO Terms through Buyer's EDI process, by click-through, click to accept, or otherwise; (c) signing these Terms & Conditions; (d) Shipping any portion of the Goods referenced in a PO or otherwise fulfilling any portion of its obligations under a PO; or (e) accepting any complete or partial payment for the Goods, transportation of the Goods, or otherwise in connection with a PO or the Goods, or by any other means of acceptance recognized at law or in equity.



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**IMPORTANT Terms and Conditions**

PO#: 95575084

Page 5 of 6

AS AN INDUCEMENT FOR BUYER TO ENTER INTO A PO, VENDOR WARRANTS THAT IT HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE PO TERMS, INCLUDING THE VENDOR GUIDE, WITHOUT MODIFICATION. EACH PO IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, VENDOR'S ACCEPTANCE OF THE PO TERMS AND BUYER OBJECTS TO AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS.

27. Import/Export Laws. Vendor shall be responsible for timely obtaining and maintaining any required export license, permit or approval and pay all required fees, assessments, duties, charges, taxes, tariffs, levies or other charges necessary to lawfully export the Goods from Vendor's country. Vendor shall ensure that the Goods are properly marked and accompanied by such true, complete, and correct invoices, packing lists, certifications, declarations and other documentation necessary for their proper classification and importation into the United States and clearance through United States customs.

PO#: 95575084

Dept	Article	Article Description	Size	Country of Origin	Master		Total Units	Cost	Ext. Cost	Delivery Date
Class	MFG#	Merch Cat Description		Dangerous Goods	Inner	Package Art	# of Cartons	Additional	Ext. Retail	Promo Event
Merch. Cat	Brand	Merchandise. Type	Release Week	CS Weight				Retail	IMU	Compare TO
Line Item#	UPC	Expiration Date	Goods Class	CS Cube	Ticket Type		EAS Tag	PDQ Pkg		

[illegible]



**SHANDONG TAIPENG INTELLIGENT HOUSEHOLD PRODUCTS CO., LTD**

ADDRESS:NO.136 OF INDUSTRY 1 ROAD FEICHENG CITY SHANDONG PROVINCE 271600 CHINA

**COMMERCIAL INVOICE****TO:**

CSC DISTRIBUTION, LLC

INVOICE NO: YT24-409

2855 SELMA HIGHWAY, MONTGOMERY, AL 36108, USA Date: 29/Nov/2024

Purchase Order Number

95575084

95604843

	DESCRIPTION	QTY	UNIT PRICE	AMOUNT
Art. No.	Product	FOB QINGDAO PORT IN CHINA		
95575084	COMBO LIVERPOOL 10X12FT SCREEN HOUSE	288	988	284544
95604843	COMBO RUSHFORD 10X12FT METAL LOUVERED ROOF PERGOLA	176	612	107712
			Discount	3922.56
		464		\$388,333.44

94069000

63062200

**AMOUNT**SHANDONG TAIPENG INTELLIGENT  
HOUSEHOLD PRODUCTS CO., LTD.


SHI FENG /PRESIDENT



**SHANDONG TAIPENG INTELLIGENT HOUSEHOLD PRODUCTS CO., LTD**

ADDRESS:NO.136 OF INDUSTRY 1 ROAD FEICHENG CITY SHANDONG PROVINCE 271600 CHINA

**PACKING LIST**

TO:

CBC

DISTRIB

2855 SELMA HIGHWAY, MONTGOMERY, AL 36108, USA

INVOICE NO: YT24-409

Date: 29/Nov/2024

Purchase Order Number

95575084

95604843

PO. NO.	QTY SETS	CTNS	净重/ 箱	TTL N.W	毛重/箱	TTL G.W	体积/箱	MEAS.
		CTNS		( Kgs )		( Kgs )		( CBM )
95575084	COMBO LIVERPOOL 10X12FT SCREEN HOUSE							
810774481	48	48	148	7104.00	166.00	8058.00	0.508	28.38
		48	67	3216.00	79.00	3882.00	0.701	37.65
		48		10320.00		11940.00		66.03
1.CONTAINER NO:ONEU1153382 SEAL NO: CN60372AN								
810774481	48	48	148	7104.00	166.00	8058.00	0.508	28.38
		48	67	3216.00	79.00	3882.00	0.701	37.65
		48		10320.00		11940.00		66.03
2.CONTAINER NO:NYKU5268377 SEAL NO: CN60288AN								
810774481	48	48	148	7104.00	166.00	8058.00	0.508	28.38
		48	67	3216.00	79.00	3882.00	0.701	37.65
		48		10320.00		11940.00		66.03
3.CONTAINER NO:NYKU4384259 SEAL NO:CN60255AN								
810774481	48	48	148	7104.00	166.00	8058.00	0.508	28.38
		48	67	3216.00	79.00	3882.00	0.701	37.65
		48		10320.00		11940.00		66.03
4.CONTAINER NO: TCNU4984394 SEAL NO: CN60348AN								
810774481	48	48	148	7104.00	166.00	8058.00	0.508	28.38
		48	67	3216.00	79.00	3882.00	0.701	37.65
		48		10320.00		11940.00		66.03
5.CONTAINER NO:TRHU6652427 SEAL NO:CN60319AN								
810774481	48	48	148	7104.00	166.00	8058.00	0.508	28.38
		48	67	3216.00	79.00	3882.00	0.701	37.65
		48		10320.00		11940.00		66.03
6.CONTAINER NO:TCNU4866914 SEAL NO:CN21233AR								
95604843	COMBO RUSHFORD 10x12FT METAL LOUVERED ROOF PERGOLA							
810775523	88	88	85.2	7497.60	92.30	8198.40	0.396	39.87
		88	79.2	6969.60	85.30	7582.40	0.233	25.51
		88		14467.20		15780.80		65.38
7.CONTAINER NO:ONEU0097670 SEAL NO: CN60303AN								
810775523	88	88	85.2	7497.60	92.30	8198.40	0.396	39.87
		88	79.2	6969.60	85.30	7582.40	0.233	25.51
		88		14467.20		15780.80		65.38
8.CONTAINER NO: TCNU8415230 SEAL NO: CN21235AR								

TOTAL:

464

90854.40

103201.60

526.94

94069000

288

61920

71640

396.18

63062200

176

28934.4

31561.6

130.76

托盘一个柜子12块

托盘尺寸

245

995

11940

464

90854.4

103201.6

526.94

SHI FENG PROPERTIES  
SHI FENG PROPERTIES  
SHI FENG PROPERTIES

E, 1托4套

2.15\*0.95\*2.495

2.15\*0.945\*0.25

2.15\*0.945\*0.345

288

71640

396.18



## 中华人民共和国海关出口货物报关单



\*433020240000022709\*

预录入编号: 433020240000022709

海关编号: 433020240000022709

(泰安海关)

仅供核对用

页码/页数: 1/1

境内发货人 (91370983738196054N) 山东泰鹏智能家居股份有限公司		出境关别 (4218) 青开发区		出口日期 20241214		申报日期 20241211		备案号	
境外收货人 CSC DISTRIBUTION, LLC		运输方式 (2) 水路运输		运输工具名称及航次号 YM TUTORIAL/016E		提运单号 ONEYTA4PTAR12600			
生产销售单位 (91370983738196054N) 山东泰鹏智能家居股份有限公司		监管方式 (0110) 一般贸易		征免性质 (101) 一般征税		许可证号			
合同协议号 YT24-409		贸易国 (地区) (USA) 美国		运抵国 (地区) (USA) 美国		指运港 (USA000) 美国		离境口岸 (370201) 黄岛	
包装种类 (99/22) 其他包装/纸制或纤维板制盒/箱 随附单证及编号		件数 464	毛重(千克) 103201.6	净重(千克) 90854.4	成交方式 (3) FOB	运费	保费	杂费	
标记唛码及备注 备注: PO#: SKUH: DEPTH: COUNTRY OF ORIGIN: CHINA 集装箱标箱数及号码: 16; NYKU4384259; NYKU5268377; ONEU0097670; ONEU1153382; TCNU4866914; TCNU498 (详见集装箱附加页)									
项号	商品编号	商品名称及规格型号	数量及单位	单价/总价/币制	原产国(地区)	最终目的国(地区)	境内货源地	征免	
1	9406900090	其他活动房屋 3 0 铁支架70%铝支架29%玻璃纤维丝网纱1% 无内部 配置 10×12英尺	61920千克 288套 288套	978.1200 281698.56 美元	中国 (CHN)	美国 (USA)	(37099)泰安	照章征税 (1)	
2	6306220090	帐篷 3 0 庭院用帐篷 铁支架50%铝支架20%全涤帷布30%  Broyhill 95604843	176件 28934.4千克 176件	605.8800 106634.88 美元	中国 (CHN)	美国 (USA)	(37099)泰安	照章征税 (1)	
特殊关系确认: 否    价格影响确认: 否    支付特许权使用费确认: 否    公式定价确认:    暂定价格确认:    自报自缴: 否    水运中转:									
报关人员		报关人员证号43000535		电话		兹申明对以上内容承担如实申报、依法纳税之法律责任		海关批注及签章	
申报单位 (91370983738196054N) 山东泰鹏智能家居股份有限公司						申报单位 (签章)			



Submission No : CNS-2412080  
 Version Date : 11/15/2024 3:12:24 PM  
 Page 1 of 2

This document is issued as a receipt of cargo only and will not be negotiable unless the original is submitted to exchange for the Forwarder's Cargo Receipt which will be issued on request.

Shipper/Exporter (Name & Address) SHANDONG TAIPENG INTELLIGENT HOUSEHOLD PRODUCTS CO., LTD 136 GONGYEYI ROAD FEICHENG, SHANDONG, 271600, CN  Contact: SUNHU Tel: 0538-3308709 Fax: 0538-3305019	<b>SHIPPING ORDER/DOCK RECEIPT</b>	
	Port of Loading  QINGDAO	
	Final Destination  MONTGOMERY, AL	
Consignee  CSC DISTRIBUTION, LLC 2855 SELMA HIGHWAY, MONTGOMERY, AL 36108, USA	Freight :  COLLECT	Exp. Lic No.  NO
	Ship Term  FOB	Ship Mode  OCEAN
Notify Party  GEODIS 5101 S. BROAD STREET PHILADELPHIA, PA 19112-1404, U.S.A. ATTN: ALENA LAMINA	Estimate Delivery Date  CY 2 December 2024	No. of Original Document Required  EFCR 1
Also Notify	Declaration  THE SHIPMENT CONTAINS NO WOOD PACKAGING MATERIAL	
Shipper/Exporter Email : 18905388376@163.COM		
Remarks :		

**REQUIRES D40H x 2 CONTAINERS ONLY**



Submission No : CNS-2412080  
 Version Date : 11/15/2024 3:12:24 PM  
 Page 2 of 2

YL Shipping Order :		Export License will be Submitted : No			
Tmast No.:		Fumigation Cert. will be Submitted : No			
		Fish & Wildlife Cert. will be submitted : No			
		Contains Pallet : No			
PO Seller :SHANDONG TAIPENG INTELLIGENT HOUSEHOLD PRODUCTS CO., LTD.					
Other Document will be submitted :					
Product contains Wood Formaldehyde and complied with rules and orders under TSCA Title VI : Not Applicable					
P/O No.	Item No.	No. of pkgs	Cbm	Kilos	Qty
95604843	810775523	176 CTN	130.760	32,768.000	176
Manufacturer : SHANDONG TAIPENG INTELLIGENT HOUSEHOLD PRODUCTS CO., LTD.					
Country of Origin : CN					
Ship Window : 12/9/2024 - 12/16/2024 Delivery Date : 1/27/2025 Cargo must be delivered within the indicated shipping window.					
TSCA Title VI Compliant : NA					
P/O Total :		176 CTN	130.760	32,768.000	176

Marks & Numbers	Description of Packages and Goods Particulars Furnished by Shipper
PO#:	COMBO RUSHFORD 10x12FT METAL LOUVERED ROOF
SKU#:	PERGOLA
DEPT#:	
COUNTRY OF ORIGIN:CHINA	

Total :	176 CTN	130.760	32,768.000	176
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Total No. of Packages Received (In Words)	Measurement:
	Weight:

Yusen Logistics (Hong Kong) Limited expressly disclaims all and any liability to any person in respect of anything done or omitted, and the consequences of anything done or omitted, by any such person in reliance on the contents of this electronic Forwarders Cargo Receipt (eFCR). No part of these e-FCR Standard Operational Procedures may be reproduced, recast, reformatted or transmitted in any form by any means, electronic or mechanical, including photocopying, recording or any information storage and retrieval system, without the prior written permission from Yusen Logistics.

Remark:

## Booking Confirmation

TO: SHANDONG TAIPENG INTELLIGENT

ATTN:

FM: YUSEN LOGISTICS QINGDAO John

Date: 3-Dec

TEL: 0532-66759752 Mobile: 13953286231

PLANNED VESSEL: **YM TUTORIAL**

016E

ETD: 2024/12/14

场站: 大亚

CARRIER: ONE

提箱单/提箱码是否需要: Y

船代: 中创

S/O#	PO#	O B/L#	DEST	MODE	CTN	G.W.	CBM	CONTAINER			
								20'	40'S	40'H	45'
TAOM1004428	95575084	ONEYTA4PTAR12600	LOS ANGELES, CA	CY-CY	288	75888	396.18	0	0	6	0
TAOM1004427	95604843		LOS ANGELES, CA	CY-CY	176	31561.6	130.76	0	0	2	0
1. 截单日期:	12月9日	15:00		TOTAL	464	107449.6	526.94	0	0	8	0
2. 截港日期:	12月11日	12:00	截港时间以码头公布为准								

重要提醒: 免费箱使为7天, 请勿过早提箱 (箱使含开船当天)

1. 从2003年2月1日开始, 美国已正式实行AMR, 请提醒所有工厂, 在YUSEN LOGISTICS提供的船公司单证信息截止时间之前提交eCLP及所有准确信息。  
从2011年1月1日开始, 欧盟已正式实行ENS, 请提醒所有工厂, 在YUSEN LOGISTICS提供的船公司单证信息截止时间之前提交eCLP及所有准确信息。

2. 请核对以上数据。工厂装货时请根据客户的各项要求进行装柜 (尺码, 毛重, 样品等)。由此产生的责任我方概不负责。

3. 如委托我司报关, 请将全套正确之报关单据及时发送下列邮箱:

(请注明YUSEN LOGISTICS进仓编号及"日邮物流"字样, 若不注明由此引起的后果自负。)

公司: 青岛联畅源国际货运代理有限公司 代码: 3702980842

联络: 盖小姐

baoguan08 <baoguan08@qdicv.cn>

电话: 66770668

4. 目的港清关文件请在客人规定的日期内上传系统, 否则发货人需承担客人规定的罚款。

5. 截港时间以码头公布为准, 因无法按时返场产生加急费用我司概不负责。

YT24-409 BIGLOTS  
PO:95575084 铁皮  
95604843 百叶



**SHANDONG TAIPENG INTELLIGENT  
HOUSEHOLD**

Seller reference

**PRODUCTS CO., LTD**

136 GONGYEYI ROAD, FEICHENG, SHANDONG, 271600, CHINA

**INVOICE****Invoice No.:** YT24-409**Invoice Date.:** December 11, 2024**Sold To:** CSC DISTRIBUTION, LLC  
2855 SELMA HIGHWAY  
MONTGOMERY, AL 36108  
USA**Delivery To:** 2855 SELMA HIGHWAY  
MONTGOMERY, AL 36108  
USA**Shipment Terms:** FOB QINGDAO**Payment Term / OAT # (Open Account Transaction):****Country of Origin:** CHINA**L/C Number:** TT**Vessel / Voyage:** YM TUTORIAL / 016E**Port of Loading:** QINGDAO**Ship on or about:** December 14, 2024**Port of Entry:** LOS ANGELES, CA**Destination:** LOS ANGELES, CA**Container Number (Factory Load) :** NYKU4384259, NYKU5268377, ONEU0097670, ONEU1153382, TCNU4866914, TCNU4984394, TCNU8415230, TRHU6652427

Cargo Description	Quantity (Unit)	Unit Price (USD)	Total Amount (USD)
P/O No.: 95575084	288 EA	988.000/EA	284,544.000
SKU No.: 810774481	288 CTNS		
COMBO LIVERPOOL 10X12FT SCREEN HOUSE	No. of Pallet:		
HTS Code.: 7308909590			
810774481 IS COMBO SKU, INCLUDES BABY SKU#810774425 AND 810774467			
P/O No.: 95604843	176 EA	612.000/EA	107,712.000
SKU No.: 810775523	176 CTNS		
COMBO RUSHFORD 10X12FT METAL LOUVERED ROOF PERGOLA	No. of Pallet:		
HTS Code.: 7308909590			
<b>Manufacturer Name &amp; Address</b> SHANDONG TAIPENG INTELLIGENT HOUSEHOLD PRODUCTS CO., LTD. HIGH-NEW TECH DEVELOPMENT FEICHENG SD 271600 CHINA FEICHENG, SHANDONG 271600, CHINA			
<b>Total:</b>	<b>(464 CTNS)</b>	<b>464</b>	<b>392,256.000</b>
<b>TOTAL (USD) DOLLARS : THREE HUNDRED NINETY-TWO THOUSAND TWO HUNDRED FIFTY-SIX ONLY.</b>			

**Consolidator(Full Name & Address)**SHANDONG TAIPENG INTELLIGENT HOUSEHOLD PRODUCTS  
CO., LTD.  
HIGH-NEW TECH DEVELOPMENT FEICHENG SD 271600 CHINA  
FEICHENG, SHANDONG  
271600 CHINA**Container No./Seal/Size:**NYKU4384259/CN60255AN/40H  
NYKU5268377/CN60288AN/40H  
ONEU0097670/CN60303AN/40H  
ONEU1153382/CN60372AN/40H**Container Stuffing Location(Full Name & Address )**SHANDONG TAIPENG INTELLIGENT HOUSEHOLD PRODUCTS  
CO., LTD.  
HIGH-NEW TECH DEVELOPMENT FEICHENG SD 271600 CHINA  
FEICHENG, SHANDONG  
271600 CHINA**Container No./Seal/Size:**NYKU4384259/CN60255AN/40H  
NYKU5268377/CN60288AN/40H  
ONEU0097670/CN60303AN/40H  
ONEU1153382/CN60372AN/40H

TCNU4866914/CN21233AR/40H  
TCNU4984394/CN60348AN/40H  
TCNU8415230/CN21235AR/40H  
TRHU6652427/CN60319AN/40H

TCNU4866914/CN21233AR/40H  
TCNU4984394/CN60348AN/40H  
TCNU8415230/CN21235AR/40H  
TRHU6652427/CN60319AN/40H

We certify that there is no wood packing material in the shipment.

**Carton Marks And Number**

PO#:  
SKU#:  
DEPT#:  
COUNTRY OF ORIGIN:CHINA  
PO#:  
SKU#:  
DEPT#:  
COUNTRY OF ORIGIN:CHINA

**SHANDONG TAIPENG INTELLIGENT  
HOUSEHOLD**

Seller reference

**PRODUCTS CO., LTD**

136 GONGYEYI ROAD, FEICHENG, SHANDONG, 271600, CHINA

**PACKING LIST**

Invoice No.: YT24-409

Invoice Date.: December 11, 2024

Sold To: CSC DISTRIBUTION, LLC  
2855 SELMA HIGHWAY  
MONTGOMERY, AL 36108  
USADelivery To: 2855 SELMA HIGHWAY  
MONTGOMERY, AL 36108  
USA

Shipment Terms: FOB QINGDAO

Payment Term / OAT #(Open Account Transaction):

Country of Origin: CHINA

L/C Number: TT

Vessel / Voyage: YM TUTORIAL / 016E

Port of Loading: QINGDAO

Ship on or about: December 14, 2024

Port of Entry: LOS ANGELES, CA

Destination: LOS ANGELES, CA

Container Number (Factory Load) : NYKU4384259, NYKU5268377, ONEU0097670, ONEU1153382, TCNU4866914, TCNU4984394, TCNU8415230, TRHU6652427

Cargo Description	Quantity (Unit)	Net Weight (KGS)	Gross Weight (KGS)	CBM
P/O No.: 95575084	288 EA	61,920.00	71,640.00	396.180
SKU No.: 810774481	288 CTNS			
COMBO LIVERPOOL 10X12FT SCREEN HOUSE	No. of Pallet:			
HTS Code.: 7308909590				
P/O No.: 95604843	176 EA	28,934.40	31,561.60	130.760
SKU No.: 810775523	176 CTNS			
COMBO RUSHFORD 10X12FT METAL LOUVERED ROOF PERGOLA	No. of Pallet:			
HTS Code.: 7308909590				
<b>Total:</b>	<b>(464 CTNS)</b>	<b>464</b>	<b>90,854.40</b>	<b>103,201.60</b>
			<b>526.940</b>	

**Consolidator(Full Name & Address)**SHANDONG TAIPENG INTELLIGENT HOUSEHOLD PRODUCTS  
CO., LTD.  
HIGH-NEW TECH DEVELOPMENT FEICHENG SD 271600 CHINA  
FEICHENG , SHANDONG  
271600 CHINA

Container No./Seal/Size:

NYKU4384259/CN60255AN/40H  
NYKU5268377/CN60288AN/40H  
ONEU0097670/CN60303AN/40H  
ONEU1153382/CN60372AN/40H  
TCNU4866914/CN21233AR/40H  
TCNU4984394/CN60348AN/40H  
TCNU8415230/CN21235AR/40H  
TRHU6652427/CN60319AN/40H**Container Stuffing Location(Full Name & Address )**SHANDONG TAIPENG INTELLIGENT HOUSEHOLD PRODUCTS  
CO., LTD.  
HIGH-NEW TECH DEVELOPMENT FEICHENG SD 271600 CHINA  
FEICHENG , SHANDONG  
271600 CHINA

Container No./Seal/Size:

NYKU4384259/CN60255AN/40H  
NYKU5268377/CN60288AN/40H  
ONEU0097670/CN60303AN/40H  
ONEU1153382/CN60372AN/40H  
TCNU4866914/CN21233AR/40H  
TCNU4984394/CN60348AN/40H  
TCNU8415230/CN21235AR/40H  
TRHU6652427/CN60319AN/40H

We certify that there is no wood packing material in the shipment.

Carton Marks And Number

PO#:  
SKU#:  
DEPT#:  
COUNTRY OF ORIGIN:CHINA  
PO#:  
SKU#:  
DEPT#:  
COUNTRY OF ORIGIN:CHINA



Page 1 of 6

**PO #** 95575104

Date Created: 08/16/2024  
 Version: 2  
 Buyer: INMAN, ANNE  
 Do Not Ship Before: 12/16/2024  
 Cancel if not Shipped by: 12/23/2024  
 Must be Routed by: 11/25/2024  
 Payment Terms: 1% Net 30 Days  
 Freight Terms: Collect  
 FOB: QINGDAO, CN

See attached Terms and Conditions for additional Big Lots requirements. A complete list of requirements can be found on the Big Lots website [www.biglots.com/corporate/vendors](http://www.biglots.com/corporate/vendors)

Should any item on this PO require a Safety Data Sheet (SDS), please submit it to [BigLotsmsds@chemtelinc.com](mailto:BigLotsmsds@chemtelinc.com) prior to the time of shipment in compliance with OSHA 29 CFR.1910.1200. If the product does not require a Safety Data Sheet (SDS), please disregard this request. Thank you for assisting Big Lots with our Environmental Health and Safety compliance program.

SHIP TO  
 MONTGOMERY DC - #0870  
 CSC DISTRIBUTION, LLC  
 2855 SELMA HWY  
 MONTGOMERY AL 36108-5035  
 Telephone: 334-286-6633 Fax: 334-286-7024

BILL TO  
 CSC DISTRIBUTION, LLC  
 4900 E. Dublin Granville Rd  
 Columbus, OH 43081-7651 US  
 Telephone: 614-278-6800 Fax: 614-278-6871

Purchase From Vendor: 5006181  
 SHANDONG TAIPENG INTELLIGENT HOUSEH  
 NINA GENG  
 GONGYE YI ROAD 136  
 271600 FEICHENG  
 CHINA  
 Contact: NINA GENG  
 Telephone: Fax  
 E-Mail: NINA.GENG@TAIPENGCHINA.COM

## ADDITIONAL COMMENTS

Vendor Signature \_\_\_\_\_  
 Signee's Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 Date \_\_\_\_\_

Units	Retail	Vendor Cost	IMU
88	131,999.12	53,856.00	43.099

OFFICE-COPY



OFFICE-COPY

**IMPORTANT Terms and Conditions**

PO#: 95575104

Page 2 of 6

These Purchase Order Terms and Conditions (these "Terms & Conditions") are an agreement between Buyer and Vendor consisting of these Terms & Conditions; all Purchase Orders; the terms contained on Buyer's Vendor Resource Website, including, without limitation, those in the Vendor Manual, and in Buyer's vendor portal; any Buyer addenda referencing the Purchase Order; and any attachments, instructions or requirements provided by Buyer to Vendor (all of the foregoing are incorporated herein by this reference and collectively referred to as the "PO Terms"). The PO Terms are binding with respect to all purchases of Goods by Buyer from Vendor.

**Definitions**

"Affiliate" means any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a party. "Control," including the terms "controlling," "controlled by" and "under common control with," for purposes of this definition, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, through membership, by contract or otherwise.

"Buyer" means Big Lots Stores, Inc. or its Affiliate, as named in the Ship To box on the applicable PO, or that is otherwise the purchaser of Goods from Vendor.

"Buyer's Vendor Resource Website" means the site located at [www.biglots.com/corporate/vendors](http://www.biglots.com/corporate/vendors).

"Goods" means the items of merchandise referenced in a PO, or that are otherwise the subject of the PO Terms, including all components, packaging, labeling, printed materials, designs, images, logos, copyrights, trademarks, service marks, trade names, trade dress, and visual and digital information or related to such merchandise.

"Purchase Order" or "PO" means any Buyer order or other purchasing agreement or document for the purchase of Goods from Vendor whether issued in hard or electronic copy, through electronic data interchange ("EDI"), or otherwise.

"Ship", "Shipped", "Shipping", or "Shipment" means transporting the Goods by Vendor into the hands of the ocean/freight carrier for delivery to Buyer.

"Vendor" means the entity or person that is named in the Purchased From box on the applicable PO, or that is otherwise the seller of Goods to Buyer.

"Vendor Manual" means the then-current Import Supplier Manual, and its related documents, the most current version of which can be obtained by visiting Buyer's Vendor Resource Website and clicking "Routing and Compliance," or by going directly to [www.biglots.com/corporate/vendors/routing-and-compliance](http://www.biglots.com/corporate/vendors/routing-and-compliance).

1. Purchase Order. Buyer's commitment to purchase Goods arises only upon Buyer's issuance of a PO to Vendor. Any forecasts, commitments, projections, representation about quantities to be purchased or other estimates provided to Vendor are for planning purposes only and shall not be binding on Buyer, and Buyer will not be liable for any amounts incurred by Vendor in reliance on such estimates. Unless Buyer agrees in writing in advance, regardless of industry standards, no variances with respect to quality, quantity, size, capacity, volume, content or other standard measure of Goods are allowed. Buyer and Vendor agree that any PO may be transmitted to Vendor by Electronic Data Interchange (EDI) and Vendor will be bound by all such POs and all such POs will be governed by these PO Terms which are automatically incorporated therein.

2. Shipping Goods to a DC. Vendor must comply with all processes and instructions contained in the Vendor Manual for routing and Shipping Goods to a Buyer distribution center or other non-store location designated by Buyer or listed in the PO (each a "DC"). A detailed packing slip must accompany each Shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the bill of lading ("BOL"), invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to Buyer upon receipt of the Goods at Buyer's DC or the location otherwise designated by Buyer in the PO.

3. Shipping Goods to a Buyer Store. Vendor must comply with all processes and instructions for shipping Goods to a Buyer store contained in the Vendor Manual. A detailed packing slip must accompany each shipment of Goods. The PO number and all other information as required by the Vendor Manual must appear on the BOL, invoice, packing slip and shipping cartons. Vendor should see the Vendor Manual for full instruction and must comply therewith. Unless expressly stated differently on the PO from Buyer, title to and risk of loss of the Goods passes from Vendor to the Buyer Affiliate operating the store to which the Goods are delivered.

4. Inspection of Goods. Goods are subject to Buyer's inspection, but Buyer is under no obligation to unpack or inspect the Goods before resale thereof. Buyer's inspection, testing, payment for or retention of Goods does not: (a) constitute acceptance of Goods not in compliance with the PO Terms; (b) affect Buyer's right to reject or return Goods; or (c) constitute a waiver by Buyer of any of Vendor's representations, warranties or covenants, or any of Buyer's rights or remedies, under the PO Terms, at law, in equity or otherwise.

5. Cancellation. Buyer may cancel a PO, in whole or in part, for its convenience, without liability, at any time prior to Shipment of Goods. In the event of Buyer's cancellation for convenience, Buyer's liability to Vendor will be limited to the unit price of Goods Shipped prior to such cancellation (as such Goods are otherwise in compliance with specifications and these Terms & Conditions). If Vendor fails to Ship Goods before the "cancel if not shipped by date" in the subject PO, that PO will be cancelled automatically on such date, unless otherwise directed by Buyer in writing, and Buyer will have no liability to Vendor in connection therewith including acceptance of back ordered Goods (and without waiver of any remedies in Section 6 of these Terms & Conditions that may accrue to Buyer). Buyer has the right to reject late Shipments at Vendor's expense and Buyer shall be subject to the remedies available hereunder.

6. Buyer Remedies. If: (a) Vendor fails to route, ship or deliver as required by a PO; (b) Goods are not the same as the approved samples; (c) Goods are not as ordered and/or do not conform to the specifications in the PO; (d) Vendor does not ship the Goods in the quantities specified in the PO; (e) Buyer deems that the Goods are damaged or defective; or (f) Vendor is otherwise in breach of the PO Terms, including without limitation any breach of the Vendor Manual, Buyer may, at any time, as to any or all Goods, without authorization from Vendor, and subject to the other terms hereof: (i) accept the Goods; (ii) cancel the subject PO for cause; (iii) reject the Goods; (iv) refuse to receive the Goods; (v) revoke prior to acceptance of the Goods; and/or (vi) in the case of early Shipment of Goods, reject and return the Goods to Vendor, with all Return Costs (defined below) to be borne by Vendor, to be held by Vendor, at Vendor's cost, for Buyer until the original date specified. In the event of any of the foregoing, Buyer will not be liable to Vendor for any amount, except to pay for any goods Buyer accepts based on the unit price of the Goods ordered, subject to the right to offset and withhold payment as provided in Section 9 of these Terms & Conditions. Buyer may also impose chargebacks as set out in the Vendor Manual. Any cancellation, rejection, refusal to receive or revocation of prior acceptance by Buyer with respect to any Goods will not serve as a cancellation or rejection of any future shipments of Goods, unless Buyer exercises its right to cancel future POs or shipments. Acceptance of any Goods is not a waiver of any of Buyer's rights or remedies under the PO Terms, at law, in equity, or otherwise.

7. Disposition of Rejected Goods. Unless Buyer and Vendor have signed an agreement to the contrary, with respect to Goods Buyer has rejected, refused or revoked acceptance of, Buyer, at its sole option, may return such Goods to Vendor and Vendor will be liable for all costs and expenses related to the return, including, without limitation, the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging and any other processing or handling costs and charges incurred or charged by Buyer; and lost profits ("Return Costs"). Unless Buyer and Vendor have signed an agreement to the contrary, if Buyer elects not to return the Goods because: (a) the return of Goods is precluded by applicable law or regulation; (b) the Goods contain a defect that could create substantial risk of injury to person or property; (c) Buyer has reasonable cause to believe Vendor intends to dispose of Goods in violation of Section 8 of these Terms & Conditions; or (d) Buyer, in its reasonable discretion, deems return of the Goods inadvisable, then Buyer may dispose of the Goods in a manner Buyer deems appropriate. In the event of such disposal, Vendor will be liable for all costs and expenses related to the disposal, including the landed cost of Goods; freight (inbound and outbound); storage, labor, packaging, disposal and destruction, and any other processing or handling costs and charges incurred or charged by Buyer; and lost profit.

8. Vendor Disposal of Goods. Vendor agrees that it will, at its sole expense, remove, or otherwise make permanently illegible, all of Buyer's and its Affiliates' names, trademarks, trade names, logos, service marks, and other identifying information from all Goods returned by Buyer. In addition, Vendor agrees that it will not use, resell or otherwise transfer to any third-party Goods returned by Buyer without the express prior written consent given by an officer of Buyer. If any Goods incorporate Buyer's trademarks or if any Goods are proprietary or incorporate designs exclusive to Buyer, Vendor must provide to Buyer a reasonable opportunity to inspect such products before disposal or resale and follow all such instructions of Buyer regarding modifications to or destruction of such Goods. Vendor agrees to abide by all of Buyer's guidelines relating to the proper disposal of rejected goods and the issuance of appropriate certificates of destruction, as applicable.

9. Payment & Taxes. Vendor may not charge Buyer, and Buyer will have no obligation to pay, prices for Goods higher than those specified in the applicable PO. Prices in the applicable PO are complete and include, without limitation, shipping, packaging, labeling, custom duties, storage, insurance, boxing and crating. No additional charges of any type may be added without Buyer's prior express written consent. Buyer may deduct from any payments to Vendor any amounts owed by Vendor to Buyer under the PO Terms, including, without limitation, amounts due in connection with Vendor's indemnification obligations, any damages for breach to which Buyer is entitled, and any charges or penalties for non-compliance with Buyer's requirements. In addition, following Buyer's receipt of any demand, claim or action that may give rise to Buyer's right to receive indemnification from Vendor, Buyer may withhold full or partial payment, in Buyer's sole discretion, to Vendor until such demand, claim or action is fully and finally resolved. Buyer will have no obligation to compensate Vendor for or return to Vendor any goods Shipped to Buyer in excess of or different from those Goods referenced in the applicable PO, and Buyer will take title to any such goods in the same manner in which it takes



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**IMPORTANT Terms and Conditions**

PO#: 95575104

Page 3 of 6

title to those Goods referenced in the applicable PO. The per unit price of the Goods ordered under the applicable PO will be automatically reduced to account for all such excess or different Goods received by Buyer. A BOL in duplicate must accompany all Vendor invoices. A forwarding cargo receipt ("FCR"), packing list and certificate of product liability insurance must accompany Vendor's invoice and the PO number must appear on the FCR. Payments may be made by Buyer or a Buyer Affiliate on Buyer's behalf and will be paid in accordance with the Vendor Manual. Vendor and Buyer will have the right to verify the accuracy of amounts invoiced and paid for Goods within 180 days after Buyer's receipt of such Goods; provided that timeframes for instituting compliance disputes will be as set forth in the Vendor Manual ("Review Period"). After the Review Period, any payments made for the subject Goods will and will be deemed to conclusively reflect the actual amount owed to Vendor for such Goods, and neither Vendor nor Buyer will have the right to seek further payment or adjustment with respect to such Goods. Each party shall remain responsible (and hold the other party harmless) for its taxes, collection and reporting obligations resulting from the transactions covered by the PO Terms. For purposes of clarity, but without limiting the foregoing, Vendor acknowledges that it may have business activity, business privilege, commercial activity, gross receipts, income tax, license and reporting obligations where the receipt of revenue, or the benefit thereof, may be assigned, sourced, apportioned or allocated under applicable tax law. As a prerequisite to payment and as further described in the Vendor Manual, Vendor must provide Buyer and/or Buyer's designated freight forwarder with the following documentation in connection with this PO: commercial invoice showing manufacturer's name, address, telephone number; commercial packing list indicating weights and measurements in kgs and cbm's; FCR; a certificate of product liability insurance naming "Big Lots, Inc. and all subsidiaries and affiliates" as additional insured; Buyer-approved import product data sheet; product testing certificate (s) from a Buyer-approved testing laboratory; factory inspection certificate from a Buyer-approved inspector; commercial bill-of-lading; and pre-pricing sticker approval sheet. Additional documentation may be required prior to shipping and/or invoice payment based on Goods ordered.

10. Records, Audit and Certification. Vendor will keep complete and accurate books, records and documents relating to the subject matter of POs and Vendor's fulfillment of POs, including, without limitation those: (a) evidencing and detailing amounts charged; (b) regarding the Goods' origin, manufacture location, content, testing, and inspection; (c) regarding order receipt, fulfillment and Shipment of Goods; and (d) otherwise required by applicable law to be maintained ("Records"). Vendor will make the Records available to Buyer, either remotely or at Vendor's offices, at all reasonable times upon at least three (3) calendar days' prior written notice, for inspection, audit or reproduction by Buyer or its representative. Vendor will promptly pay Buyer for any overcharges made by Vendor that are disclosed by such audit. In addition, Buyer, itself or through its representative, has the right to inspect Vendor's, and Vendor's contractors' facilities, warehouses and manufacturing plants at all reasonable times upon at least three (3) calendar days' prior written notice. Vendor agrees, at Vendor's cost, to subscribe to and be a part of Buyer's risk management process as part of onboarding process with Buyer and agrees to comply with the requirements thereof. Vendor agrees to comply with all of Buyer's vendor ongoing compliance program(s) operated by Buyer (or an agent of Buyer) and Vendor will promptly provide such information as reasonably required from time to time in accordance with such programs. Vendor acknowledges that if it fails Buyer's compliance program requirements, it will be deemed a breach of these Terms & Conditions and Buyer may terminate any or all POs with Vendor without liability.

11. Recalls. A "Recall" is any recall of, or corrective action involving, Goods that is: (a) required by the United States Consumer Product Safety Commission ("CPSC") or other relevant governmental agency, applicable law, or in Buyer's commercially reasonable judgment; (b) agreed upon between Buyer and Vendor; (c) instituted voluntarily by Vendor; or (d) instituted by Buyer because Buyer has reason to believe the subject Goods are (i) defective, dangerous, or incomplete; (ii) infringe upon Buyer's or a third party's intellectual property rights; or (iii) are not in compliance with applicable laws or regulations. In the event of a Recall, Buyer reserves the right to, at Buyer's option: (w) use reasonable means to remove the Goods that are subject to a Recall ("Recalled Goods") from sale; (x) correct the condition necessitating the Recall through relabeling, repackaging or other corrective action as Buyer deems appropriate; (y) return the Recalled Goods to Vendor; or (z) dispose of the Recalled Goods in a manner Buyer deems appropriate. Vendor will be liable for all costs and expenses arising from or related to such Recall, including, without limitation Return Costs, Disposal Costs, Buyer's own and third-party labor costs, lost profits and other costs and expenses incurred in taking the actions stated in Sections 11(w), (x), (y) and/or (z) above. When effectuating a Recall, Buyer reserves the right to, at Buyer's option, include in the Recall all Goods bearing the SKU or UPC of the Recalled Goods, regardless of date code, lot code or expiration date. Vendor will provide Buyer with no less than 24-hours written notice prior to the public announcement of any Recall or safety-related issues in connection with the Goods to the extent permitted by applicable law. Such notification shall include, without limitation, all of Vendor's item numbers affected by the Recall or safety related issue, expected inventory levels affected, and a detailed description of the nature of the public announcement.

The PO Terms will continue to apply to Recalled Goods. Upon Buyer's request, Vendor will, at its cost, change the SKU or UPC on all existing, non-impacted Goods bearing the same SKU or UPC as the Recalled Goods if the Recalled Goods bear any Buyer or Buyer Affiliate brand or private label and Vendor acknowledges that such SKU or UPC

changes may require Vendor, at its cost, to relabel or repack such non-Recalled Goods.

12. Confidentiality. Subject to the provisions of any confidentiality, non-disclosure or similar agreement executed by Buyer and Vendor, which agreement will control over the terms of this Section 12 and is incorporated herein by this reference, Vendor may not disclose to a third party or take or use for its own purposes or the purposes of others, any of Buyer's trade secrets, proprietary information, data or materials, or any other information Buyer reasonably considers to be confidential ("Buyer's Confidential Information"). "Buyer's Confidential Information" includes, without limitation, the PO Terms and the price paid for Goods. Vendor may disclose Buyer's Confidential Information: (a) to its contractors only to the extent necessary to enable Vendor to perform its obligations under the PO Terms only if such contractors are bound by confidentiality obligations sufficient to protect Buyer's Confidential Information in accordance with the terms of this Section 12; and (b) to the extent required by court order, subpoena or applicable law with, if permitted by applicable law, prior notice to Buyer.

13. Warranties. Vendor warrants that: (a) all Goods, and the design, production, manufacture, importation, distribution, transportation, labeling, packaging, pricing and sale of all Goods, and all representations, warranties and advertising made by Vendor, or authorized by Vendor to be made, in connection with Goods, shall be in accordance with, comply with, and where required, be registered under, all applicable laws, rules, regulations, standards, codes, orders, directives, judicial and administrative decisions, and ordinances, whether now in force or hereinafter enacted, of the country of origin, the country of transit, the United States of America ("USA"), and each state or subdivision thereof, and any agency or entity of the foregoing, including, without limitation, the Consumer Product Safety Improvement Act of 2008, as amended, the California Safe Drinking Water and Toxic Enforcement Act of 1986 ("Proposition 65") and other substantially similar federal, state or local laws, as amended, those related to environmental protection, labor, health, consumer product safety, agriculture, food and drug, and the regulations promulgated under such laws ("Laws") and that Vendor complies, and will comply at all times, with all other applicable laws in the operation of Vendor's business; (b) none of the articles of food Shipped or sold by Vendor are or will be adulterated, misbranded or improperly labeled within the meaning of the Federal Food, Drug and Cosmetic Act of June 25, 1938, as amended, the Nutrition Labeling and Education Act of 1991, as amended, and the Food Safety Modernization Act, as amended; (c) all processes used or engaged in with respect to processing, manufacturing, packaging, labeling, storing and Shipping Goods comply with all Laws; (d) it has full and clear title, free of all liens and encumbrances whatsoever to the Goods and that the Goods are hereby sold and can be resold, advertised, and used; (e) in full compliance with all contracts, laws, rules and regulations, including those governing the use of trade names, trademarks, trade dress, trade secrets, copyright and patents; and (ii) in a manner that assures the safety of the representatives, patrons, and customers of Buyer and consumers of the Good; (e) the Goods are in new, good and saleable condition; and (f) the Goods are manufactured in the country of origin stated on the commercial documents required for customs entry. Vendor will regularly have independent tests performed on all Goods prior to Shipping to ensure compliance with the PO Terms, including, without limitation, the provisions of this Section 13. Vendor will provide Big Lots with copies of: (y) any and all test reports, Safety Data Sheet (SDS) information, Proposition 65 product information, ingredient information, and any information Big Lots' deems necessary to comply, or support its compliance with, any Laws; and (z) upon Big Lots' request, signed copies of any and all license agreements relating to the Goods. Vendor acknowledges and agrees that it will be a breach of warranty if any Goods are in violation of any Laws at any time, including after the sale of such Goods by Vendor to Buyer. The parties agree that no personal identifiable information, as defined under California Consumer Privacy Act, 2018, as updated from time to time ("PII") will be shared or provided under this PO Terms. In the event Vendor receives any PII, Vendor shall forthwith notify Buyer of the same and use best efforts to remove such PII and comply with applicable privacy laws. In the event Goods fail to comply with the warranties set forth in the PO Terms at any time, Vendor agrees that it will immediately notify Buyer and take all measures to identify the Goods that are or may be affected. The PO Terms are not intended to and will not negate or replace any of, but will supplement, the warranties, express or implied, provided by the Uniform Commercial Code, at law, or in equity.

14. Anti-corruption. Vendor shall comply with all applicable laws. Vendor specifically acknowledges and agrees that Vendor's performance of the PO Terms is subject to the United States Foreign Corrupt Practices Act and other applicable anti-bribery and anti-corruption laws of the United States and other countries where the Vendor operates (collectively, "Anti-corruption Laws"). Vendor warrants and agrees that Vendor, its employees, agents, and anyone acting on Vendor's behalf will not violate any Anticorruption Laws for the benefit of or on behalf of Buyer or Vendor. Further, Vendor warrants and agrees that Vendor and anyone acting on Vendor's behalf will not, directly or indirectly, offer, promise, make, give, or authorize the payment of any money or transfer of anything else of value to: (a) an officer, employee, agent or representative of any national, state, regional, or local government, including any department, agency or instrumentality of any government or any government-owned or government-controlled entity, or public international organization, or any person acting in an official capacity on behalf thereof, or any political party, political party official, or candidate for political office (each a "Government or Political Official"); (b) a close associate or relative of any Government or Political Official; or (c) any other person or entity while knowing or having reason to believe that some or all of the payment or thing of value will be offered, given or promised, directly or indirectly, to any Government or Political Official, for the purpose of: (i) improperly influencing an act or decision of such Government or Political Official, including expediting or



OFFICE-COPY

**IMPORTANT Terms and Conditions**

PO#: 95575104

Page 4 of 6

securing the performance of a routine government action; (ii) obtaining, retaining or directing any business; or (iii) securing an improper business advantage. Vendor will provide Buyer such information and further written certifications as Buyer may request from time-to-time to assist Buyer's efforts to assure compliance with Anti-corruption Laws. Vendor specifically agrees to comply at all times with (a) all applicable laws prohibiting child labor, prison labor, indentured labor or bonded labor, (b) all applicable laws pertaining to safe and healthy workplaces and working conditions, (c) all applicable laws pertaining to minimum wage, maximum work periods, and the payment of overtime, and (f) all environmental laws applicable to the Goods.

15. Indemnification. Vendor shall indemnify, defend (at Buyer's sole option) and hold harmless Buyer, its Affiliates, and their respective officers, directors, contractors, employees and agents, from and against any and all liabilities, obligations, penalties, fines, judgments, settlements, damages, losses, deficiencies, interest, fees, costs, expenses, incidents, demands, claims and/or suits, whether actual or alleged, including, without limitation, attorneys' fees, court costs, and expert witness fees, including those fees, costs and expenses incurred in enforcing Buyer's rights under the PO Terms, whether in connection with a breach of the PO Terms or otherwise ("Losses"), arising from or related to: (a) the acts or omissions of Vendor, its Affiliates or contractors, or their respective contractors, employees, or agents; (b) Recall of the Goods; (c) personal injury or property damage resulting from any actions or inactions of Vendor, or from the manufacture, storage, movement, use or consumption of the Goods; (d) breach of Vendor's warranties or a term of the PO Terms; (e) infringement of a third party's intellectual property or proprietary rights, including, but not limited to, trade names, trademarks, trade dress, trade secrets, patents and copyrights, in connection with the use, manufacture, distribution,

description, advertising, marketing sale or offer for sale of the Goods; and (f) an employment related claim brought by an employee, agent or contractor of Vendor, its Affiliates, or a Vendor contractor.

16. Insurance. Vendor will, at its own expense, procure and maintain, at a minimum, the types and amounts of insurance coverage described in the Big Lots Certificate of Insurance and Indemnification Policy, the most current version of which can be obtained by visiting Buyer's Vendor Resource Website and clicking "Routing and Compliance," or by going directly to [www.biglots.com/corporate/vendors/routing-and-compliance](http://www.biglots.com/corporate/vendors/routing-and-compliance). The insurance companies issuing the policies must: (a) have Standard & Poor's rating of BBB or better or A.M. Best's rating of A-VII or better; and (b) be licensed to operate in the country from where the subject Good is sold and invoiced to Buyer, and have an extensive North American presence. Prior to the first PO being issued, annually thereafter (within sixty (60) days after policy renewal), and at any other time upon Buyer's request, Vendor will provide Buyer with certificates of insurance ("COI") signed by an authorized representative of the insurance carrier evidencing the required insurance coverages (unless lower coverage limits are agreed upon in writing by an officer of Buyer). In addition, upon Buyer's request, Vendor will provide Buyer with copies of the actual endorsements and/or policies. With the exception of workers' compensation, the COI must show a broad form vendor's endorsement or name "Big Lots, Inc. and all of its direct and indirect subsidiaries and affiliates" as an additional insured. The policies must: (i) respond as primary coverage and non-contributory to any other insurance policy available to Buyer; (ii) not contain any exclusion, limitation or endorsement that restricts or limits applicable liability coverage; (iii) provide for the investigation, defense, and satisfaction (by settlement or otherwise), at no cost to Buyer, of any Losses incurred by Buyer; and (iv) provide that the insurance companies issuing the policies will notify Buyer at least thirty (30) days prior to any policy cancellation or modification. Vendor will bear its own insurance and insurance-related expenses and Vendor's liability will not be limited to its insurance coverage.

17. Cumulative Remedies. Each of Buyer's rights and remedies under the PO Terms is cumulative and in addition to any other rights and remedies provided at law, in equity, elsewhere in the PO Terms, or otherwise, including, without limitation, the Uniform Commercial Code.

18. Force Majeure. Buyer may delay delivery or acceptance of any or all Goods, or cancel any PO in the event that such delay or cancellation is due to causes beyond Buyer's reasonable control. In such case, Buyer will not be liable to Vendor for any amount except to pay for the unit cost of Goods that are fully delivered and accepted by Buyer, subject to Buyer's right to offset and withhold payment as provided in Section 9 of these Terms & Conditions.

19. Use of Goods; Content & Marks. Vendor is not permitted to use Buyer's, or Buyer's Affiliates', names, trademarks, trade names, logos or service marks in any marketing, advertising or publicity without the prior written consent of Buyer's Chief Executive Officer, Chief Financial Officer, or General Counsel, which consent may be given or withheld in Buyer's sole and absolute discretion. Vendor hereby grants to Buyer the royalty-free, sublicensable, worldwide right to use the Goods and Vendor Content in or related to Buyer's retail

operations, both brick and mortar and eCommerce. "Vendor Content" means text, graphics, names, marks, images, audio or digital files, audio-visual content and all other data, information, marketing and promotional materials and content in any medium, and all copyrights, logos, trademarks, service marks, trade names, and other intellectual property rights therein or related to the Goods.

20. Assignment & Subcontracting. Vendor will not assign the PO Terms in whole or in part (by assigning any right or delegating any duty under the PO Terms), voluntarily or involuntarily, by operation of law, or in any other manner,

without the prior written consent of an officer of Buyer. Any purported assignment or delegation made without this consent is void. Buyer may assign the PO Terms in whole or in part (by assigning any right or delegating any duty under the PO Terms) to an Affiliate or to any other party in Buyer's sole discretion. In the event Buyer assigns the entire PO Terms to another party, Buyer will have no further obligation to Vendor under the PO Terms and Vendor hereby consents that Buyer's assignment will constitute a novation. Buyer's payment to Vendor constitutes payment for Goods, services, equipment or other deliverables provided by any subcontractor of Vendor or Vendor's agents or representatives. Vendor remains fully responsible and liable to Buyer for the acts and omissions of its subcontractors and performance of all Vendor's duties and obligations under the PO Terms.

21. Governing Law; Venue; Jury Waiver; and Arbitration. The laws of the State of Ohio, without application of conflicts of law principles, govern the PO Terms and all matters arising out of or related to the PO Terms. Each party hereby irrevocably agrees that any disagreement, dispute, action, controversy or claim with respect to: (a) the validity of the PO Terms; (b) breach of the PO Terms; or (c) otherwise arising out of, or in relation to the PO Terms, a PO, or any agreement in which either is incorporated ("Dispute"), will be brought in the state or federal courts located in Franklin County, Ohio, and hereby expressly submits to the personal jurisdiction and venue of such courts for purposes thereof and expressly waives all claims of improper venue and all claims that such courts are an inconvenient forum. The parties hereby agree to waive a trial by jury with respect to Disputes. Any Dispute may, in Buyer's sole and absolute discretion, be settled by binding arbitration by an arbitration service of Buyer's choice, in accordance with the laws of the state of Ohio governing voluntary arbitrations. The location of such arbitration will be in Columbus, Ohio. Discovery will be permitted as provided by applicable state law or as the parties may otherwise mutually agree. The parties may also mutually elect to seek mediation as an alternative precursor to arbitration. If the PO Terms govern an international transaction, the applicable state law regarding the arbitration of international disputes will apply. The arbitrator will agree to conduct proceedings under the laws relating to arbitration cited above, or such other rules to which the parties mutually agree. The United Nations Convention on Contracts for the International Sale of Goods shall have no application to this Agreement or actions hereunder or contemplated hereby.

22. Severability. Provisions of the PO Terms will be interpreted to be valid and enforceable under applicable law; provided, however, that if any provision is held invalid or unenforceable, such provision will not invalidate the PO Terms. The PO Terms' remaining provisions will stay in effect and be enforced to the fullest extent permitted by law.

23. Entire Agreement. The PO Terms constitute the entire agreement between the parties and supersede all previous agreements, written or oral, between the parties with respect to the subject matter hereof. The PO Terms may not be modified by course of dealing, course of performance, or any oral communication between Buyer and Vendor. The PO Terms may only be modified by, and a waiver will be effective only if set forth in, a written instrument that references the PO Terms, expressly describes the terms herein to be modified, and is signed by a representative of Vendor and an officer of Buyer. Without limiting the generality of the foregoing, no term or condition of any document issued by Vendor, including, without limitation, invoices, sales acknowledgments, or other similar documents, will constitute a modification of or addition to the PO Terms and will have no force or effect and are hereby rejected. The Vendor Guide as in effect from time to time is made a part hereof and is expressly incorporated herein. In the event of any conflict between the any terms and conditions or any other document of Vendor, Vendor Guide and these PO Terms, the PO Terms is binding to the extent of such conflicts. Vendor will comply with (a) applicable industry standards with respect to privacy and data security relating Buyer's Confidential Information and (b) applicable privacy and security laws ("Privacy Policy"). Any updates to the Vendor Guide or the Privacy Policy immediately take effect and are binding on the parties.

24. No Third-Party Beneficiaries. Certain sections of the PO Terms are for the benefit of Buyer's Affiliates. As a result, any of Buyer's Affiliates may enforce the PO Terms. Except for Buyer's Affiliates, the PO Terms do not create any enforceable rights by anyone other than Buyer and Vendor.

25. LIMITATION OF LIABILITY. EXCEPT IN THE CASE OF GROSS NEGLIGENCE AND/OR WILLFUL MISCONDUCT, BUYER WILL NOT BE LIABLE TO VENDOR OR ITS AFFILIATES FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, BUSINESS INTERRUPTION, AND ANY LOSS OF USE, REVENUE, GOODWILL, OPPORTUNITY OR DATA, IN CONNECTION WITH THE PO TERMS, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OF ANY KIND, AND REGARDLESS OF WHETHER BUYER WAS ADVISED, HAD REASON TO KNOW, OR IN FACT KNEW, OF THE POSSIBILITY OF LIABILITY.

26. Acceptance of PO Terms. Vendor agrees to and accepts all of the terms and conditions in the PO Terms by doing any of the following: (a) acknowledging or accepting a PO; (b) acknowledging or agreeing to the PO Terms through Buyer's EDI process, by click-through, click to accept, or otherwise; (c) signing these Terms & Conditions; (d) Shipping any portion of the Goods referenced in a PO or otherwise fulfilling any portion of its obligations under a PO; or (e) accepting any complete or partial payment for the Goods, transportation of the Goods, or otherwise in connection with a PO or the Goods, or by any other means of acceptance recognized at law or in equity.





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## IMPORTANT Terms and Conditions

PO#: 95575104

Page 5 of 6

AS AN INDUCEMENT FOR BUYER TO ENTER INTO A PO, VENDOR WARRANTS THAT IT HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE PO TERMS, INCLUDING THE VENDOR GUIDE, WITHOUT MODIFICATION. EACH PO IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, VENDOR'S ACCEPTANCE OF THE PO TERMS AND BUYER OBJECTS TO AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS.

27. Import/Export Laws. Vendor shall be responsible for timely obtaining and maintaining any required export license, permit or approval and pay all required fees, assessments, duties, charges, taxes, tariffs, levies or other charges necessary to lawfully export the Goods from Vendor's country. Vendor shall ensure that the Goods are properly marked and accompanied by such true, complete, and correct invoices, packing lists, certifications, declarations and other documentation necessary for their proper classification and importation into the United States and clearance through United States customs.

PO#: 95575104

Dept	Article	Article Description	Size	Country of Origin	Master		Total Units	Cost	Ext. Cost	Delivery Date
Class	MFG#	Merch Cat Description		Dangerous Goods	Inner	Package Art	# of Cartons	Additional	Ext. Retail	Promo Event
Merch. Cat	Brand	Merchandise. Type	Release Week	CS Weight				Retail	IMU	Compare TO
Line Item#	UPC	Expiration Date	Goods Class	CS Cube	Ticket Type		EAS Tag	PDQ Pkg		

[illegible]

**SHANDONG TAIPENG INTELLIGENT  
HOUSEHOLD**

Seller reference

**PRODUCTS CO., LTD**

136 GONGYEYI ROAD, FEICHENG, SHANDONG, 271600, CHINA

**INVOICE**

Invoice No.: YT24-411

Invoice Date.: December 14, 2024

Sold To: CSC DISTRIBUTION, LLC  
2855 SELMA HIGHWAY  
MONTGOMERY, AL 36108  
USADelivery To: 2855 SELMA HIGHWAY  
MONTGOMERY, AL 36108  
USA

Shipment Terms: FOB QINGDAO

Payment Term / OAT #(Open Account Transaction):

Country of Origin: CHINA

L/C Number: TT

Vessel / Voyage: NEW YORK EXPRESS / 054E

Port of Loading: QINGDAO

Ship on or about: December 18, 2024

Port of Entry: SAVANNAH, GA

Destination: MONTGOMERY, AL

Container Number (Factory Load) : FDCU0428724

Cargo Description	Quantity (Unit)	Unit Price (USD)	Total Amount (USD)
P/O No.: 95575104	88 EA	612.000/EA	53,856.000
SKU No.: 810775523	88 CTNS		
COMBO RUSHFORD 10X12FT METAL LOUVERED ROOF PERGOLA	No. of Pallet:		
HTS Code.: 7308909590			
<b>Manufacturer Name &amp; Address</b> SHANDONG TAIPENG INTELLIGENT HOUSEHOLD PRODUCTS CO., LTD. HIGH-NEW TECH DEVELOPMENT FEICHENG SD 271600 CHINA FEICHENG, SHANDONG 271600, CHINA			
Total:		(88 CTNS) 88	53,856.000
TOTAL (USD) DOLLARS : FIFTY-THREE THOUSAND EIGHT HUNDRED FIFTY-SIX ONLY.			

**Consolidator(Full Name & Address)**SHANDONG TAIPENG INTELLIGENT HOUSEHOLD PRODUCTS  
CO., LTD.  
HIGH-NEW TECH DEVELOPMENT FEICHENG SD 271600 CHINA  
FEICHENG , SHANDONG  
271600 CHINA  
Container No./Seal/Size:  
FDCU0428724/CN48915AN/40H**Container Stuffing Location(Full Name & Address )**SHANDONG TAIPENG INTELLIGENT HOUSEHOLD PRODUCTS  
CO., LTD.  
HIGH-NEW TECH DEVELOPMENT FEICHENG SD 271600 CHINA  
FEICHENG , SHANDONG  
271600 CHINA  
Container No./Seal/Size:  
FDCU0428724/CN48915AN/40H

We certify that there is no wood packing material in the shipment.

**Carton Marks And Number**PO#:  
SKU#:  
DEPT#:  
COUNTRY OF ORIGIN:CHINA

**SHANDONG TAIPENG INTELLIGENT  
HOUSEHOLD**

Seller reference

**PRODUCTS CO., LTD**

136 GONGYEI ROAD, FEICHENG, SHANDONG, 271600, CHINA

**PACKING LIST****Invoice No.:** YT24-411**Invoice Date.:** December 14, 2024**Sold To:** CSC DISTRIBUTION, LLC  
2855 SELMA HIGHWAY  
MONTGOMERY, AL 36108  
USA**Delivery To:** 2855 SELMA HIGHWAY  
MONTGOMERY, AL 36108  
USA**Shipment Terms:** FOB QINGDAO**Payment Term / OAT #**(Open Account Transaction):**Country of Origin:** CHINA**L/C Number:** TT**Vessel / Voyage:** NEW YORK EXPRESS / 054E**Port of Loading:** QINGDAO**Ship on or about:** December 18, 2024**Port of Entry:** SAVANNAH, GA**Destination:** MONTGOMERY, AL**Container Number (Factory Load) :** FDCU0428724

Cargo Description	Quantity (Unit)	Net Weight (KGS)	Gross Weight (KGS)	CBM
P/O No.: 95575104	88 EA	14,467.20	15,780.80	65.380
SKU No.: 810775523	88 CTNS			
COMBO RUSHFORD 10X12FT METAL LOUVERED ROOF PERGOLA	<b>No. of Pallet:</b>			
HTS Code.: 7308909590				
<b>Total:</b>	<b>(88 CTNS)</b>	<b>88</b>	<b>14,467.20</b>	<b>15,780.80</b>
			<b>65.380</b>	

**Consolidator(Full Name & Address)**SHANDONG TAIPENG INTELLIGENT HOUSEHOLD PRODUCTS  
CO., LTD.HIGH-NEW TECH DEVELOPMENT FEICHENG SD 271600 CHINA  
FEICHENG , SHANDONG  
271600 CHINAContainer No./Seal/Size:  
FDCU0428724/CN48915AN/40H**Container Stuffing Location(Full Name & Address )**SHANDONG TAIPENG INTELLIGENT HOUSEHOLD PRODUCTS  
CO., LTD.HIGH-NEW TECH DEVELOPMENT FEICHENG SD 271600 CHINA  
FEICHENG , SHANDONG  
271600 CHINAContainer No./Seal/Size:  
FDCU0428724/CN48915AN/40H

We certify that there is no wood packing material in the shipment.

**Carton Marks And Number**

PO#:

SKU#:

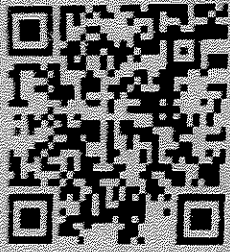
DEPT#:

COUNTRY OF ORIGIN:CHINA

条形码:	 3051312380525		
通知单打印人:	青岛远洋大亚物流有限公司		
订舱号:	TA4PTAR13700	箱型:	40H Q
船名航次:	NEW YORK EXPRESS / 054E		
提箱地点:	青岛大亚 青岛市经济技术开发区龙岗山路88号		
箱经人代码:	ONE	箱号:	
口的港:	USMGM/USSA1	进港码头:	青岛前湾集装箱码头
有效期:	2024-12-10 15:46:43 ~ 2024-12-13 15:46:43		
备注:	特殊条款:		

打印日期: 2024-12-10 15:46:45

远洋大亚场站设备交接单



请使用微信扫描二维码预约返重  
并提交准确货名及件重尺数据

船名航次: 纽约快航/054E

提单号: ONEYTA4PTAR13700

箱号: FDCU0428724

箱型: 40HC

铅封号: CN48915AN

温度:

通风度:

提箱车号: 鲁UDL835

司机提箱出场前样章集箱并签字

司机签字:

工厂签章:

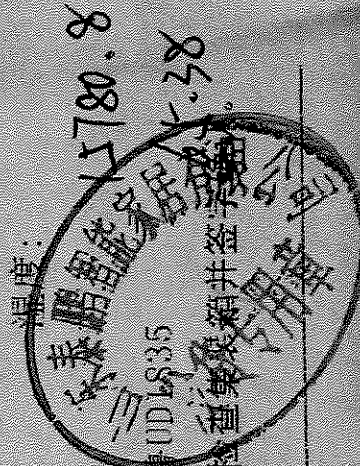
工厂须知:

1. 集装箱出场即为适货箱, 出现后果用箱人或运箱人自负。
2. 请保证提交数据真实有效。
3. 本单必须由货主或发货人加盖公章, 否则单据无效。
4. 内贸箱预约返重前请到云港通缴纳作业包干费, 以便顺利进

HOUSEHOLD PRO  
CITY SHANDONG PROVING  
PACKING LIST  
LLC  
MONTGOMERY, AL 36103, USA

重/箱	TTL N.W (Kgs)	毛重/箱	TTL G (Kgs)
T METAL LOUVERED ROOF PERGOLA			
2	7497.60	92.30	8198.
2	6969.60	85.30	7582.
	14467.20		15780.

168915AN



21	1750	35	38	215
7	2625	17	70	0.26
10	14	24	2125	0.15
	20	9	3000	0.15

电子单证只能  
行办通, 其他口岸  
第三地提单  
第三地提单



## 中华人民共和国海关出口货物报关单



\*433020240000022915\*

预录入编号: 433020240000022915

海关编号: 433020240000022915

(泰安海关)

仅供核对用

页码/页数: 1/1

境内发货人 (91370983738196054N) 山东泰鹏智能家居股份有限公司	出境关别 (4218) 青开发区	出口日期 20241217	申报日期 20241214	备案号
境外收货人 CSC DISTRIBUTION, LLC	运输方式 (2) 水路运输	运输工具名称及航次号 NEW YORK EXPRESS/054E	提运单号 ONEYTA4PTAR13700	
生产销售单位 (91370983738196054N) 山东泰鹏智能家居股份有限公司	监管方式 (0110) 一般贸易	征免性质 (101) 一般征税	许可证号	
合同协议号 YT24-411	贸易国 (地区) (USA) 美国	运抵国 (地区) (USA) 美国	指运港 (USA000) 美国	离境口岸 (370201) 黄岛
包装种类 (99/22) 其他包装/纸制或纤维板制盒/箱	件数 88	毛重(千克) 15780.8	净重(千克) 14467.2	成交方式 (3) FOB
随附单证及编号			运费	保费
				杂费

## 标记唛码及备注

备注: PO#: SKU#: DEPT#: COUNTRY OF ORIGIN: CHINA 集装箱标箱数及号码: 2; FDCU0428724;

项号	商品编号	商品名称及规格型号	数量及单位	单价/总价/币制	原产国(地区)	最终目的国(地区)	境内货源地	征免
1	6306220090	帐篷	88件	605.8800	中国	美国	(37099)泰安	照章征税
		3 0 庭院用帐篷 铁支架50%铝支架20%全涤帆布30%	14467.2千克	53317.44	(CHN)	(USA)		(1)
		Broyhill 95575104	88件	美元				

特殊关系确认: 否

价格影响确认: 否

支付特许权使用费确认: 否

公式定价确认:

暂定价格确认:

自报自缴: 否

水运中转:

报关人员

报关人员证号43000535

电话

兹申明对以上内容承担如实申报、依法纳税之法律责任

海关批注及签章

申报单位 (91370983738196054N) 山东泰鹏智能家居股份有限公司

申报单位 (签章)



Submission No : CNS-2412250  
 Version Date : 11/26/2024 2:23:49 PM  
 Page 1 of 2

This document is issued as a receipt of cargo only and will not be negotiable unless the original is submitted to exchange for the Forwarder's Cargo Receipt which will be issued on request.

Shipper/Exporter (Name & Address) SHANDONG TAIPENG INTELLIGENT HOUSEHOLD PRODUCTS CO., LTD 136 GONGYEYI ROAD FEICHENG, SHANDONG, 271600, CN  Contact: SUNHU Tel: 0538-3308709 Fax: 0538-3305019	<b>SHIPPING ORDER/DOCK RECEIPT</b>	
	Port of Loading  QINGDAO	
	Final Destination  MONTGOMERY, AL	
Consignee  CSC DISTRIBUTION, LLC 2855 SELMA HIGHWAY, MONTGOMERY, AL 36108, USA	Freight :  COLLECT	Exp. Lic No.  NO
	Ship Term  FOB	Ship Mode  OCEAN
Notify Party  GEODIS 5101 S. BROAD STREET PHILADELPHIA, PA 19112-1404, U.S.A. ATTN: ALENA LAMINA	Estimate Delivery Date  CY 12 December 2024	No. of Original Document Required  EFCR 1
Also Notify	Declaration  THE SHIPMENT CONTAINS NO WOOD PACKAGING MATERIAL	
Shipper/Exporter Email : 18905388376@163.COM		
Remarks :		

**REQUIRES D40H x 1 CONTAINER ONLY**





Submission No : CNS-2412250  
 Version Date : 11/26/2024 2:23:49 PM  
 Page 2 of 2

YL Shipping Order :		Export License will be Submitted : No			
Tmast No.:		Fumigation Cert. will be Submitted : No			
		Fish & Wildlife Cert. will be submitted : No			
		Contains Pallet : No			
PO Seller :SHANDONG TAIPENG INTELLIGENT HOUSEHOLD PRODUCTS CO., LTD.					
Other Document will be submitted :					
Product contains Wood Formaldehyde and complied with rules and orders under TSCA Title VI : Not Applicable					
P/O No.	Item No.	No. of pkgs	Cbm	Kilos	Qty
95575104	810775523	88 CTN	65.380	15,780.800	88
Manufacturer : SHANDONG TAIPENG INTELLIGENT HOUSEHOLD PRODUCTS CO., LTD.					
Country of Origin : CN					
Ship Window : 12/16/2024 - 12/23/2024 Delivery Date : 2/3/2025 Cargo must be delivered within the indicated shipping window.					
TSCA Title VI Compliant : NA					
P/O Total :		88 CTN	65.380	15,780.800	88

Marks & Numbers	Description of Packages and Goods Particulars Furnished by Shipper
PO#:	COMBO RUSHFORD 10x12FT METAL LOUVERED ROOF PERGOLA
SKU#:	
DEPT#:	
COUNTRY OF ORIGIN:CHINA	

Total :	88 CTN	65.380	15,780.800	88
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Total No. of Packages Received (In Words)	Measurement:
	Weight:

Yusen Logistics (Hong Kong) Limited expressly disclaims all and any liability to any person in respect of anything done or omitted, and the consequences of anything done or omitted, by any such person in reliance on the contents of this electronic Forwarders Cargo Receipt (eFCR). No part of these e-FCR Standard Operational Procedures may be reproduced, recast, reformatted or transmitted in any form by any means, electronic or mechanical, including photocopying, recording or any information storage and retrieval system, without the prior written permission from Yusen Logistics.

**SHANDONG TAIPENG INTELLIGENT HOUSEHOLD PRODUCTS CO., LTD**

ADDRESS:NO.136 OF INDUSTRY 1 ROAD FEICHENG CITY SHANDONG PROVINCE 271600 CHINA

**COMMERCIAL INVOICE****TO:**

CSC DISTRIBUTION, LLC

INVOICE NO: **YT24-411**

2855 SELMA HIGHWAY, MONTGOMERY, AL 36108, USA

Date: **29/Nov/2023**

Purchase Order Number

95575104

	DESCRIPTION	QTY	UNIT PRICE	AMOUNT
Art. No.	Product	FOB QINGDAO PORT IN CHINA		
	COMBO RUSHFORD 10x12FT METAL LOUVERED ROOF PERGOLA			
95575104		88	612	53856
			Discount	538.56
		88		\$53,317.44

**AMOUNT**SHANDONG TAIPENG INTELLIGENT  
HOUSEHOLD PRODUCTS CO., LTD.

**SHI FENG /PRESIDENT**

**SHANDONG TAIPENG INTELLIGENT HOUSEHOLD PRODUCTS CO., LTD**


ADDRESS:NO.136 OF INDUSTRY 1 ROAD FEICHENG CITY SHANDONG PROVINCE 271600 CHINA

**PACKING LIST**

TO: CSC DISTRIBUTION, LLC  
2855 SELMA HIGHWAY, MONTGOMERY, AL 36108, USA

INVOICE NO: YT24-411  
Date: 29/Nov/2023  
Purchase Order Number  
95575104

PO. NO.	QTY SETS	CTNS	净重/ 箱	TTL N.W	毛重/箱	TTL G.W	体积/箱	MEAS.
		CTNS		( Kgs )		( Kgs )		( CBM )
95575104	COMBO RUSHFORD 10x12FT METAL LOUVERED ROOF PERGOLA							
810775523	88	88	85.2	7497.60	92.30	8198.40	0.396	39.87
		88	79.2	6969.60	85.30	7582.40	0.233	25.51
		88		14467.20		15780.80		65.38
CONTAINER NO: FDCU0428724 SEAL NO:CN48915AN								

SHANDONG TAIPENG INTELLIGENT  
HOUSEHOLD PRODUCTS CO., LTD  
  
SHI FENG / PRESIDENT

日邮物流(中国)有限公司青岛分公司  
Yusen Logistics(China) Co.,Ltd. Qingdao branch



地址: 山东省青岛市市南区延安三路234号 海航万邦中心2408  
电话: 0532-66757752  
邮编: 266071  
E-mail: John\_Ah@cn.yusen-logistics.com

订舱确认 (Booking Confirmation)

BIG LOTS STORES

收件单位: SHANDONG TAIPENG INTELLIGENT

截关日期: 2024/12/15 10:00:00

截单日期: 2024/12/13 14:00:00

关单号: ONEYTA4PTAR13700

船名航次: NEW YORK EXPRESS/054E

承运人: 海洋网联船务(中国)有限公司

运输条款: CY-DOOR

ETD 2024/12/18

箱型箱量: 1\*40HC

(冷代干: 否)

起运港: QINGDAO

卸货港: SAVANNAH

交货地: MONTGOMERY

船代: 青岛港国际物流有限公司

场站信息: 大亚

<http://www.yydy.com/cn/index.aspx>

注意事项:

01. 从2003年2月1日开始, 美国已正式实行AMS, 请提醒所有工厂, 在我司入货通知截单时间之前提交e-CLP及所有准确信息。晚于截单时间导致的责任风险及费用由贵司承担。晚于我司截单时间提出更改提单任何内容, 都将产生改单费。从2011年1月1日开始, 欧盟已正式实行ENS, 请提醒所有工厂, 在我司入货通知截单时间之前提交e-CLP及所有准确信息。晚于截单时间导致的责任风险及费用由贵司承担。晚于我司截单时间提出更改提单任何内容, 都将产生改单费。
02. 收到SO后, 请核对数据, 柜型、柜量、目的港等信息, 如有错漏, 请及时告知, 否则产生多余费用, 请自行吸收。
03. 车队背箱前请联系场站核实放箱情况, 若未核实产生额外费用我司概不负责。请务必在提箱前核实最新免费箱使用期。
04. 请于截单日期前, 在系统提交e-Load Plan和VGM。\*\*\*我司是一性补料, 如第一次提交后需再次修改, 我司将会收取改单费\*\*\* \*\*如不能及时提交SI, 请提前申请。如未申请并晚于SI截止时间, 将产生额外费用\*\*\*
05. 如有任何分票请于截单前通知我司, 并提供分票分箱明细, 否则默认一票报关。分箱明细请于截单及截港前邮件发至我司, 以免产生改单费用
06. 如委托我司报关, 请于截单前与操作联系, 以便取得链接上传出口报关单据。
07. 请务必提前与我司核实预配舱单品名, 船公司要求须与提单品名保持完全一致。
08. 目的港清关文件请在客人规定的日期内提交, 否则发货人需承担客人规定的罚款。
09. 如为内点装箱, 请提前告知, 并邮件提供准确件重尺, 以便封箱截单。若无通知, 默认为背箱操作。
10. 入货通知所标注截港时间为船公司预计时间, 请以码头实时更新的实际计划为准。
11. 如需我司收费标准, 请出货前咨询。一旦货物出运我司将默认贵司接受我司收费标准。

YT24-411  
BIGLOTS  
95575104

海洋网联船公司提箱小票有效期72小时, 请于提箱前向我司索要小票。

SHIPPING ADVICE

免箱使7天

货物数据明细

SO#	PO#	SUBMISSION#	件数	毛重	体积
TAOM1004431	95575104	CNS-2412250	88	15780.8	65.38
			88	15780.8	65.38

Confirming Actual Arrival Date						
Invoice Number	Invoice Date	PO Number(s)	Total Amount	Ship Date	Estimated Delivery Date	PO / Bill To:
YT24-389	12/1/2024	95575100	\$161,568.00	12/03/24	01/26/25	CLOSEOUT DISTRIBUTION, LLC
YT24-391	11/30/2024	95575099	\$107,712.00	12/02/24	12/28/24	CSC DISTRIBUTION, LLC
YT24-409	12/11/2024	95575084	\$284,544.00	12/14/2024	1/10/2025	CSC DISTRIBUTION, LLC
		95604843	\$107,712.00			
YT24-411	12/14/2024	95575104	\$53,856.00	12/17/24	02/11/25	CSC DISTRIBUTION, LLC
			<b>\$715,392.00</b>			